# **Group Benefits Policy**

# Foth Canada Corporation *G0013238*

April 01, 2014 April 1st August 1st

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#### THE MANUFACTURERS LIFE INSURANCE COMPANY

(hereafter called Manulife Financial) Waterloo, Ontario, Canada N2J 4C6

Manulife Financial agrees to pay benefits subject to the policy's provisions which are set forth on the following pages.

Those provisions are a part of this policy as fully as if stated over the signature below.

Signed at Waterloo, Ontario, Canada on March 25, 2014.

Dull A. Orhini

President & Chief Executive Officer

Policyholder Policy Number Policy Effective Date Policy Anniversary Renewal Date

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# 2 Group Benefits Schedule

Policyholder	Foth Canada Corporation	
Policy Number	G0013238	
Policy Effective Date	April 01, 2014	
Policy Anniversary	April 1st	
Renewal Date	August 1st	
Classification Code(s)	Classification Code(s)	
	A All Employees	
Employee Life Insurance	Employee Life Insurance	
Benefit Amount	Benefit Amount	
	Employees in Classification Code A	
	1 x annual Earnings rounded to the next higher \$1,000, if not already a multiple thereof, up to a maximum benefit of \$500,000	
- Non-Evidence Limit	Non-Evidence Limit \$100,000	
- Benefit Reduction	Benefit Reduction	
	Employees in Classification Code A	
	The Employee's benefit amount is reduced by 50% on the Employee's 65th birthday and is further reduced to \$5,000 if applicable on the Employee's 70th birthday	
- Waiver of Premiums	Waiver of Premiums	
	To age 65	
- Qualifying Period for Waiver of Premiums	<b>Qualifying Period for Waiver of Premiums</b> 179 days	
- Termination Age	Termination Age	
	age 75 or retirement, whichever is earlier	
- Earnings	Earnings	
	The Employee's regular rate of pay, including regular bonuses, regular overtime pay and regular commissions	

<i>Participation Basis</i> mandatory	- Participation Basis
<i>Waiting Period</i> none for Employees hired on or prior to the Policy Effective Date 3 months for all other Employees	- Waiting Period
Dependent Life Insurance	Dependent Life Insurance
Benefit Amount	Benefit Amount
Employees in Classification Code A	
Spouse - \$5,000	- Spouse
Child - \$2,500	- Child
Waiver of Premiums	- Waiver of Premiums
To the Employee's 65th birthday	
<b>Qualifying Period for Waiver of Premiums</b> 179 days	- Qualifying Period for Waiver of Premiums
Termination Age	- Termination Age
Employee's age 70, or retirement, whichever is earlier	
Participation Basis	- Participation Basis
mandatory	
Waiting Period	- Waiting Period
none for Employees hired on or prior to the Policy Effective Date 3 months for all other Employees	

# 4 Group Benefits Schedule

Accidental Death & Dismemberment	Accidental Death & Dismemberment
Benefit Amount	Benefit Amount
	Employees in Classification Code A
	1 x annual Earnings rounded to the next higher \$1,000, if not already a multiple thereof, up to a maximum benefit of \$500,000
- Non-Evidence Limit	Non-Evidence Limit
	\$100,000
- Benefit Reduction	Benefit Reduction
	Employees in Classification Code A
	The amounts shown above are reduced by 50% for Employees age 65 and older
- Waiver of Premiums	Waiver of Premiums
	To age 65 or the date this Benefit terminates, whichever is earlier
- Qualifying Period for Waiver of Premiums	<b>Qualifying Period for Waiver of Premiums</b> 179 days
- Termination Age	Termination Age
	age 70 or retirement, whichever is earlier
- Earnings	Earnings
	The Employee's regular rate of pay, including regular bonuses, regular overtime pay and regular commissions
- Participation Basis	Participation Basis
	mandatory
- Waiting Period	Waiting Period
	none for Employees hired on or prior to the Policy Effective Date 3 months for all other Employees

### **Extended Health Care**

#### Extended Health Care

# Drug Benefit for Insured Persons who Reside in Quebec

In accordance with the requirements of the prescription drug insurance legislation in Quebec, An Act Respecting Prescription Drug (R.S.Q. c., A-29-01) and the regulations enacted under this act (hereinafter collectively the "Legislation"), the drug benefit provided under the Policy to covered persons who reside in Quebec will be administered as outlined in the Policy Addendum - Drug Benefit For Insured Persons Who Reside In Quebec.

#### Classifications Eligible for Insurance

Employees in Classification Code A

Dependents of Employees in Classification Code A are also covered for this Benefit.

#### **Overall Plan Maximum**

Unlimited

#### Deductible

Individual - \$25 per calendar year(s) Family - \$50 per calendar year(s)

Not applicable to: Drugs Hospital Care Out-of-Canada Emergency Medical Treatment Vision

Note: The deductible is not applicable to Emergency Travel Assistance.

Drug Benefit for Insured Persons who Reside in Quebec

Classifications Eligible for Insurance

Overall Plan Maximum

Deductible

# 6 Group Benefits Schedule

#### Benefit Percentage (Co-insurance)

1 ,	
	Benefit Percentage (Co-insurance)
	100% for Hospital Care Vision Drugs Medical Services & Supplies Professional Services
	<b>Note:</b> The Benefit Percentage for Out-of-Canada Emergency Medical Treatment is 100%. The Benefit Percentage for Referral outside Canada for Medical Treatment Available in
	Canada is 50%. The Benefit Percentage for Emergency Travel Assistance is 100%.
- Termination Age	Termination Age
	Employee's age 75 or retirement, whichever is earlier
- Survivor Extended Insurance Benefit	<i>Survivor Extended Insurance Benefit</i> subject to the Employee's Termination Age for the Extended Health Care Benefit
- Participation Basis	Participation Basis mandatory
- Waiting Period	Waiting Period
	none for Employees hired on or prior to the Policy Effective Date 3 months for all other Employees

Covered Expenses and Maximums (per insured person) Hospital
- Semi-private : Unlimited
Direct Drugs - Plan 3
Prescription Drugs: Unlimited
Professional Services
Chiropractor: \$500 per calendar year(s)
Osteopath: \$500 per calendar year(s)
Podiatrist/Chiropodist: \$500 per calendar year(s)
Massage Therapist: \$500 per calendar year(s)
Naturopath: \$500 per calendar year(s)
Speech Therapist: \$500 per calendar year(s)
Physiotherapist: \$500 per calendar year(s)
Psychologist \$500 per calendar year(s)
The maximum for each specialty includes one x-ray (\$25 maximum) per calendar

Covered Expenses and Maximums (per insured person)

- Hospital

- Direct Drugs - Plan 3

> - Professional Services

year(s).

# 8 Group Benefits Schedule

#### - Vision Care

	<i>Vision Care</i> Prescription Glasses: \$200 per 2 calendar year(s)
	Contact Lenses (where medically necessary): \$200 per 2 calendar year(s)
	Visual Training: \$200 per lifetime
- Medical Services and Supplies	Medical Services and Supplies
	Private Duty Nursing: \$10,000 per calendar year(s)
	Stock-Item Orthopaedic Shoes: \$150 per calendar year(s)
	Custom-Made Orthotics: \$400 per 3 calendar year(s)
	Referral outside Canada for medical treatment available in Canada: \$3,000 per 3 calendar year(s)
	Out-of-Canada Maximum: \$5,000,000 per lifetime
	Hearing Aids: \$500 per 5 calendar year(s)
	Surgical Stockings: \$400 per calendar year(s)
	Surgical Brassieres: 4 per calendar year(s)
	Wigs and Hairpieces: \$250 per lifetime
	All other Medical Services and Supplies: Unlimited
- Emergency Travel Assistance	Emergency Travel Assistance
	Emergency Travel Assistance, a Travel Assist Benefit, is provided up to the maximum shown in the description of this Covered Expense under the Extended Health Care Benefit.
- Health Service	
Navigator™	Health Service Navigator™
	Internet Health Navigation Resource Centre
	User Customer Care Call Centre
	Medical Second Opinion Services
	Medical Coordination Services

Dental Care	Dental Care
	Classifications Eligible for
Classifications Eligible for Insurance	Insurance
Employees in Classification Code A	
Dependents of Employees in Classification Code A are also covered for this Benefit.	
Deductible	Deductible
Nil	
Benefit Percentage (Co-insurance) 80% for Level I - Basic Services	Benefit Percentage (Co-insurance)
80% for Level II - Supplementary Basic Services	
Maximums	Maximums
\$1,500 per calendar year combined for Level I and Level II	
Dental Fee Guide	- Dental Fee Guide
Current Fee Guide for General Practitioners approved by the Provincial Dental Association in the Province where the Employee resides	
If the Employee resides in Alberta, the current Fee Guide is considered to be the 1997 Alberta Dental Association Fee Guide for General Practitioners plus inflationary adjustment as determined by Manulife Financial	
Termination Age	- Termination Age
Employee's age 75 or retirement, whichever is earlier	
Survivor Extended Insurance Benefit	- Survivor Extended Insurance Benefit
subject to the Employee's Termination Age for the Dental Care Benefit	
Participation Basis	- Participation Basis
mandatory	
Waiting Period	- Waiting Period
none for Employees hired on or prior to the Policy Effective Date 3 months for all other Employees	

# **10 Group Benefits Schedule**

Effective Date for Increases in Insurance

#### Effective Date for Increases in Insurance

when first eligible for the increase

Associated Companies

### Associated Companies

None

# **Definitions 11**

Accident	Accident
an unexpected or unforeseen happening or event involving an external force, causing loss or injury, independently of all other causes.	
Actively at Work	Actively at Work
at work for the Policyholder or any Associated Company shown in the Benefit Schedule on a Full-time basis at the Employee's usual place of work in Canada.	
On weekends or holidays, or when on vacation, an Employee is deemed to be Actively at Work if he was Actively at Work on his last normal working day or on his last scheduled shift.	
Benefit Percentage (Co-insurance)	Benefit Percentage (Co-insurance)
the percentage of Covered Expenses which is payable by Manulife Financial.	
Birth	Birth
the complete live delivery of a child from its mother.	
Dentist	Dentist

# **12 Definitions**

Dependent	
	Dependent
	an Employee's Spouse or Child who is insured under the Provincial Plan.
Spouse	- Spouse
	the Employee's legal Spouse, or the person continuously living with the Employee in a role like that of a marriage partner.
	Only one Spouse will be eligible for insurance under this Policy, and will be as indicated by the Employee on his application for insurance under this Policy. Where this information is not contained on the Employee's application, the person who qualifies last under this Policy's definition of Spouse will be the eligible Spouse.
Child	- Child
	an Employee's natural or adopted child, or stepchild, who
	a) is unmarried;
	b) is not employed on a full-time basis;
	c) is not eligible for insurance as an employee under this or any other group policy; and
	<ul> <li>d) is either under 21 years of age, or, if a full-time student at an accredited school, college or university, under 25 years of age.</li> </ul>
	A newborn child shall become insured from the moment of birth.
	A child insured under this Policy, who is incapacitated due to a mental or physical disability on the date he reaches the age when he would otherwise cease to be an eligible Dependent, will continue to be an eligible Dependent under this Policy.
	A child is considered incapacitated if he is incapable of engaging in any substantially gainful activity and is dependent on the Employee for support, maintenance and care, due to a mental or physical disability.
	Manulife Financial may require written proof of the Dependent's condition as often as may reasonably be necessary.
	A stepchild must be living with the Employee to be an eligible Dependent.
Disability or Disabled	Disability or Disabled

the state of being Totally Disabled.

Drug

# Earnings Earnings for a benefit which is earnings-related, the definition of earnings is shown in the Benefit Schedule. An Employee's earnings may also include other income as agreed to in writing by the Policyholder and Manulife Financial, and which is reported periodically by the Policyholder to Manulife Financial. If an Employee is paid on a commission basis, Earnings means his regular rate of pay, including commissions as shown on the T4-T4A Form for the previous calendar year. For an Employee with less than one year of service with his Employer, Earnings will include an average of the total commissions paid over the period of actual employment with the Employer. For the purposes of determining the amount of an Employee's benefit at the time of claim, an Employee's Earnings will be the lesser of: a) the amount reported on the benefit claim form, or b) the amount reported by the Policyholder to Manulife Financial and for which premiums have been paid. Employee Employee a person who: a) is directly employed by the Employer on a permanent and Full-time basis; b) is compensated for services by the Employer; and c) is residing in Canada. Employer Employer the Policyholder or any Associated Company shown in the Benefit Schedule. Experimental or Experimental or Investigational Investigational not approved or broadly accepted and recognized by the Canadian medical profession, as an effective, appropriate and essential treatment of a sickness or injury, in accordance with Canadian medical standards. Full-time basis Full-time basis normal work schedule of at least 20 hour(s) per week for 52 weeks per year, including

medications that have been approved for use by the Federal Government of Canada

paid vacation.

Drug

and have a Drug Identification Number.

# **14 Definitions**

Hospital	Hospital
	a legally licensed institution which is operated for the care and treatment of sick and injured persons as in-patients, and which:
	a) is eligible to receive payments under a provincial hospital plan;
	b) provides organized facilities for diagnosis, major surgery, or rehabilitation;
	<li>c) provides 24-hour nursing service by registered nurses, and has a Physician in regular attendance;</li>
	d) is not primarily operated as a nursing home or a place for rest, or for the care and treatment of the aged, the blind or deaf; and
	e) is not primarily operated as a place for the care and treatment of alcoholics, Drug addicts, or the mentally ill, unless the institution is eligible to receive payments under a provincial hospital plan.
	For the purpose of this Policy, the chronic beds of a Hospital are not considered to be part of that Hospital.
Immediate Family Member	Immediate Family Member
	a person who is:
	a) the Employee;
	b) the Employee's Spouse or Child;
	c) the Employee's or Spouse's parent; or
	d) the Employee's or Spouse's brother or sister.
Leave of Absence	Leave of Absence
	a period of absence from work for which the dates are fixed by legislation or by mutual agreement between the Employer and the Employee. Leave of absence includes Maternity and Parental Leave of Absence.
Licensed, Certified, Registered	Licensed, Certified, Registered
Registered	the status of a person who legally engages in practice by virtue of a license or certificate issued by the appropriate authority, in the place where the service is provided.
Life-Sustaining Drugs	Life-Sustaining Drugs
	Drugs which are necessary for the survival of the patient.

Maternity Leave of Absence	Maternity Leave of Absence
the period of formal maternity leave to which an Employee is entitled by legislation governing the Employer, or a longer period, if the Employer's normal practice permits.	
For the purposes of this Policy, Maternity Leave of Absence will be deemed to commence on the earlier of:	
a) the date fixed by mutual agreement between the Employee and the Employer; and	
b) the date the child is born.	
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.	
Non-Evidence Limit	Non-Evidence Limit
satisfactory medical evidence must be submitted to Manulife Financial for Benefit Amounts greater than this amount.	
Parental Leave of Absence	Parental Leave of Absence
the period of formal child care leave to which an Employee is entitled by legislation governing the Employer, or a longer period, if the Employer's normal practice permits.	
Physician	Physician
a doctor of medicine, licensed to practice medicine in the place where the services are provided.	
Prior Plan	Prior Plan
a previous Group Policy which insured all or some of the persons insured under this Policy, and which terminated within 31 days prior to the Effective Date of this Policy.	
Provincial Plan	Provincial Plan
any plan which provides hospital, medical, or dental benefits established by the government in the province where the insured person lives.	

# **16 Definitions**

Qualifying Period	
	Qualifying Period
	a period of continuous Total Disability, starting with the first day of Total Disability, which must be completed by the Employee in order to qualify for benefits. The Qualifying Period is shown in the Benefit Schedule.
Reasonable and Customary	Reasonable and Customary
	the lowest of:
	a) the prevailing amount charged for the same or comparable service or supply in the area in which the charge is incurred, as determined by Manulife Financial; or
	b) the amount shown in the applicable professional association fee guide; or
	c) the maximum price established by law.
Temporary Lay-Off	Temporary Lay-Off
	a period during which the Employee is laid off work and for which there is a fixed recall date.
Waiting Period	Waiting Period
	a period of continuous active employment with the Employer, as shown in the Benefit Schedule, following which the Employee becomes eligible for insurance.
Ward	Ward
	a hospital room with 3 or more beds which provides standard accommodation for patients.

# Eligibility for Insurance 17

El	igibility for Insurance	Eligibility for Insurance
En	nployee	- Employee
An	Employee is eligible for insurance under this Policy if he:	
a)	is a member of a Classification which is eligible for insurance, as set out in the Benefit Schedule;	
b)	is younger than the Termination Age shown in the Benefit Schedule; and	
c)	has continuously been an Employee, as defined, for a period as long as the Waiting Period shown in the Benefit Schedule.	
Re	-hired Employees	- Re-hired Employees
du	In Employee is re-hired within 6 months of termination of insurance under this Policy e to termination of employment, he must re-apply for insurance under this Policy, but I not be required to satisfy another Waiting Period.	
De	pendent	- Dependent
En orc	Employee's Dependent becomes eligible for insurance at the same time that the aployee does. However, the Employee must apply for the Employee coverage in der for the Dependent to be eligible. A person who becomes a Dependent after the aployee becomes insured is eligible on the date that person becomes a Dependent.	
Ar	nount of Insurance	Amount of Insurance
	e amount of insurance for which a person is eligible under any Benefit will be termined in accordance with the Benefit Schedule.	
Нс	ow to Become Insured	How to Become Insured
ар	become insured under this Policy, an eligible Employee must apply in writing on forms proved by Manulife Financial. Coverage for Dependents must also be applied for on proved forms.	

# **18 Eligibility for Insurance**

Evidence of Insurability	
	When Evidence of Insurability is Required
	Evidence of insurability is required for all amounts of insurance in excess of any Non-Evidence Limit shown in the Benefit Schedule. Manulife Financial will bear the cost of supplying this evidence.
- Additional Evidence Requirements	Additional Evidence Requirements
	For all benefits, except Dental insurance, evidence of insurability is also required whenever an Employee makes a Late Application for insurance on any person.
	In this case, the Employee will bear the cost of supplying evidence which conforms to Manulife Financial's rules.
- Late Application	Late Application
	For non-mandatory benefits, an application is considered late when an Employee:
	<ul> <li>applies for insurance on any person after having been eligible for more than 31 days; or</li> </ul>
	b) re-applies for insurance on any person whose insurance had earlier been cancelled.
	For mandatory benefits, an application is considered late when an Employee applies for insurance on any person after having been eligible for more than 31 days, if at the time of the application there are less than 10 Employees insured under the Policy.
	For mandatory and non-mandatory benefits, an application is considered late when, after having previously waived benefits under this Policy because he was covered for similar benefits under his Spouse's plan, an Employee:
	a) applies for insurance more than 31 days after his benefits terminated under the Spouse's plan; or
	b) applies for insurance, and benefits under his Spouse's plan have not terminated.
- Late Dental Application	Late Dental Application

Late Dental Application

A late applicant for Dental insurance will be subject to a maximum of \$125 for the Employee and \$125 for each of his Dependents for the first 12 months of coverage.

# Effective Date of Insurance 19

#### Effective Date of Insurance

Once an application for Employee or Dependent insurance has been completed, this insurance becomes effective as follows, if the Employee is then Actively at Work:

- a) for all insurance which does not require evidence of insurability, on the date the Employee or Dependent becomes eligible for this insurance; and
- b) for all insurance which does require evidence of insurability, on the date this evidence is approved by Manulife Financial.

If the Employee is not Actively at Work when insurance would otherwise take effect, this insurance will take effect on the next day on which he is again Actively at Work.

An Employee who is not Actively at Work on the Effective Date may still be eligible for insurance under this Policy through a Transfer of Benefits from the Prior Plan.

Dependent Insurance will not take effect prior to the Effective Date of the Employee's insurance.

#### Increases in Insurance

An increase in insurance on an Employee or Dependent will take effect as follows, if the Employee is then Actively at Work:

- a) if evidence of insurability is not required, on the Effective Date for Increases in Insurance shown in the Benefit Schedule; and
- b) if evidence of insurability is required, on the date this evidence is approved by Manulife Financial.

If the Employee is not Actively at Work when an increase in insurance would otherwise take effect, this increase in insurance will take effect on the next day on which he is again Actively at Work.

#### Decreases in Insurance

A decrease in the amount for which any person is insured takes effect when the person is first eligible for the decreased amount.

Effective Date of Insurance

> Increases in Insurance

Decreases in Insurance

### 20 Transfer of Benefits from the Prior Plan

This Section applies only if this Policy replaces a Prior Plan. Concessions **Concessions Granted** Granted Manulife Financial grants the following concessions to persons who were insured under the Prior Plan when it terminated: a) a Transfer of Coverage for Employees not Actively at Work ; and b) the Carry-Forward of any Deductible . These concessions are as described below. Transfer of Transfer of Coverage Coverage An Employee who is not Actively at Work on the Effective Date is still eligible under this Policy if he: a) was insured under the Prior Plan when that Plan terminated; and - Eligibility b) would be eligible for insurance under this Policy if Actively at Work on its Effective Date. An Employee eligible to transfer benefits will be eligible under this Policy for the lesser of: - Amount Transferred a) the amount for which he was insured under the Prior Plan when it terminated; and b) the amount of insurance for which he would be eligible under the Policy if Actively at Work on its Effective Date. Insurance under a transferred benefit will become effective on the later of: - Effective Date of Transfer a) the date insurance provided under the Prior Plan would terminate in the absence of this provision; and b) the Effective Date of this Policy. Deductible Deductible Carry-Forward **Carry-Forward** 

For persons covered under this provision, expenses incurred during the current calendar year while insured under the Prior Plan will be counted in satisfying the Deductible as if they were incurred while insured under this Policy.

### **Termination of Insurance 21**

Termination of Employee Insurance

#### Termination of Employee Insurance

An Employee's insurance terminates on the earliest of:

- a) the date the Employee no longer satisfies the definition of Employee;
- b) the date the Employee ceases to be Actively at Work;
- c) the date the Employer terminates the Employee's coverage;
- d) the date the Employee enters the armed forces of any country on a full-time basis;
- e) the date this Policy terminates or insurance on the classification to which the Employee belongs terminates;
- f) the date the Employee reaches the Termination Age, as shown under each Benefit in the Benefit Schedule: or
- g) the date the Employee dies.

#### Termination of Employment Exceptions

If an Employee ceases to be Actively at Work, his insurance will normally terminate as specified under the Termination of Employee Insurance provision. However, Manulife Financial will waive this rule and continue insurance under the conditions set out below. An Employee's insurance can only be continued on a basis that does not discriminate against another Employee.

#### Due to Illness or Injury

If an Employee ceases to be Actively at Work due to illness or injury, all insurance coverage will continue until the Policyholder terminates the coverage.

#### Due to Maternity or Parental or Other Mandated Leave of Absence

If an Employee ceases to be Actively at Work due to Maternity, Parental or other leave of absence that is mandated by legislation, all insurance coverage may continue for the period of leave to which the Employee is entitled by legislation governing the Employer.

In jurisdictions where the continuation of insurance is mandated by legislation, a copy of the Employee's written and signed notice to discontinue any required premium contribution must also accompany the request for termination.

Termination of Employment Exceptions

- Due to Illness or Injury

- Due to Maternity or Parental or Other Mandated Leave of Absence

### 22 Termination of Insurance

- Due to Other Leave of Absence or Temporary Lay-Off

- Disability Insurance During Leave of Absence and Temporary Lay-Off

Legislated Benefit

Extensions

#### Due to Other Leave of Absence or Temporary Lay-Off

If an Employee ceases to be Actively at Work due to a leave of absence other than Maternity or Parental leave, or due to Temporary Lay-off, all insurance coverage may continue until the Policyholder terminates it, but in no event for more than 120 days after the Employee was last Actively at Work.

#### Disability Insurance During Leave of Absence and Temporary Lay-Off

If while insured for disability benefits under this Policy, an Employee becomes disabled on or after the date Leave of Absence or Temporary Lay-Off commences, the Qualifying Period for disability benefits will start as of the date of disability. Benefits will become payable on the later of:

- a) the date the Qualifying Period is satisfied; or
- b) the date the Employee is scheduled to return to work.

#### Legislated Benefit Extensions

If legislation mandates that employee benefits continue for a limited period after an Employee's employment terminates, Manulife Financial will extend each insurance benefit for the minimum period required by law, provided that:

- a) the Policyholder continues to pay premiums for Employee and Dependent insurance; and
- b) this Policy remains in force.

#### Termination of Dependent Insurance

Insurance on an Employee's Dependent terminates on the earliest of:

- a) the date the Employee's insurance terminates;
- b) the date the Dependent is no longer eligible for insurance under the provisions of this Policy;
- c) the date written notification is received from the Employee to cease his Dependent coverage because his Dependents are covered under another insurance plan for benefits similar to the ones in this Policy; or
- d) the date a required contribution is due but not paid.

Termination of Dependent

Insurance

#### The Benefit

If a person dies while insured for this Benefit, Manulife Financial will pay the amount for which that person was insured at the time of his death.

#### Settlement Options

The lump sum payable on the death of an Employee may be applied to purchase any type of annuity then being offered by Manulife Financial.

#### Who May Choose an Option

The insured Employee may elect the type of annuity to be purchased upon his death. If the Employee does not elect an annuity, the beneficiary may elect one when the benefit becomes payable.

#### Waiver of Premiums

If an Employee becomes Totally Disabled while insured for this Benefit and prior to age 65, Manulife Financial will waive the premiums required to continue that Employee's and his Dependents' Life Insurance, provided the Employee meets Manulife Financial's Entitlement Criteria.

#### Definition of Total Disability or Totally Disabled

Restriction or lack of ability due to an illness or injury which prevents an Employee from performing the essential duties of any occupation for which he is qualified, or may reasonably become qualified by training, education or experience.

The availability of work will not be considered by Manulife Financial in assessing the Employee's Disability.

An Employee who must hold a government permit or licence to perform his duties will not be considered Totally Disabled solely because such permit or licence has been withdrawn or not renewed. - Total Disability

Waiver of Premiums

The Benefit

Settlement Options

Definition

#### - Entitlement Criteria

#### **Entitlement Criteria**

Manulife Financial will apply the following criteria in determining an Employee's entitlement to Waiver of Premiums:

- a) the Employee has been continuously Totally Disabled throughout the Qualifying Period. If the Employee ceases to be Totally Disabled during this period and then becomes Totally Disabled again within 3 weeks due to the same or related cause, the Qualifying Period will be extended by the number of days during which the Total Disability ceased;
- b) Manulife Financial receives medical evidence documenting how the Employee's illness or injury causes restrictions or lack of ability, such that the Employee is prevented from performing the essential duties of any occupation for which he is qualified, or may reasonably become qualified by training, education or experience.
- c) the Employee is receiving from a Physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by Manulife Financial.

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

- Termination of Waiver of Premiums

#### Termination of Waiver of Premiums

Waiver of Premiums will cease on the earliest of:

- a) the date the Employee ceases to meet this Benefit's definition of Totally Disabled.
- b) the date the Employee does not supply Manulife Financial with appropriate medical evidence documenting how the Employee's illness or injury causes restrictions or lack of ability, such that the Employee is prevented from performing the essential duties of any occupation for which he is qualified, or may reasonably become qualified by training, education or experience.
- c) the date the Employee is no longer receiving from a Physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by Manulife Financial.
- d) the date the Employee does not attend a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by Manulife Financial.
- e) the date the Employee attains the age shown under Waiver of Premiums in the Benefit Schedule.
- f) the date the Employee dies.

# Life Insurance Benefit 25

#### **Recurrent Disability**

Where an Employee becomes Totally Disabled again from the same or related causes as those for which premiums were waived under this Benefit and such Disability recurs within 6 months of cessation of the Waiver of Premiums, Manulife Financial will waive the Qualifying Period.

All such recurrences will be considered a continuation of the same Disability. The Employee's amount of insurance on which premiums were previously waived will be reinstated.

If the same Disability recurs more than 6 months after cessation of the Waiver of Premiums, 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.

#### First Premium Waived

If the Waiver of Premiums is approved, premiums will be waived from the premium due date coincident with or next following the end of the Qualifying Period.

#### Life Insurance Coverage Continued

While premiums are being waived, Life Insurance in force under this Policy on the Employee and on his Dependents will continue to be in force. The amount of such Life Insurance will be the amount of insurance that was in effect on the date of commencement of the Disability, subject to any age reduction or termination shown in the Policy at that time. This continuation of coverage is not affected by a subsequent termination of this Policy or of employment.

#### **Conversion When Waiver Ceases**

If an Employee is not eligible for Life Insurance under this Policy when the Waiver of Premiums ceases, that Employee and his Spouse may exercise the Conversion Privilege under this Benefit.

- Recurrent Disability

- First Premium Waived

- Life Insurance Coverage Continued

- Conversion When Waiver Ceases

### 26 Life Insurance Benefit

#### **Conversion Privilege**

#### **Conversion Privilege**

If an Employee's or a Spouse's Life Insurance under this Policy terminates or reduces and the conditions outlined below are satisfied, that person will be eligible to continue all or part of the insurance by converting to an Individual Policy.

- Conditions for The insured person must satisfy the following conditions to be eligible for an Individual Policy:
  - a) application for the Individual Policy must be received by Manulife Financial, within 31 days after insurance under the Group Policy terminates or reduces; and
  - b) the first premium must be enclosed with the application.

The maximum amount that may be converted is the lesser of:

- Maximum Amount

- Plan of Insurance

- a) \$200,000, or
- b) the amount of insurance that terminated less the amount of insurance under any replacing Group Policy within 31 days of the termination.

The Maximum Amount refers to all amounts of group life insurance for which the Employee is insured with Manulife Financial.

#### Plan of Insurance

The Individual Policy may be:

- a) non-convertible term insurance to age 65; or
- b) a permanent plan that Manulife Financial offers to the public at the time of conversion; or
- c) 1-year non-renewable term insurance which may be converted while it is in force to any plan described above.

- Issue of Individual Policy

#### Issue of Individual Policy

Manulife Financial will apply the following rules in issuing an Individual Policy:

- a) no evidence of insurability will be required;
- b) the premium will be based on Manulife Financial's then current standard premium rates and will take into account the plan of insurance, the amount of insurance, the person's sex and attained age;
- c) no Waiver of Premium or Accidental Death & Dismemberment Benefits will be included;
- d) the effective date of the Individual Policy will be the 32nd day after the date of termination of the Group Insurance under this Benefit; and
- e) if the person elects to convert a lesser amount than that which he is entitled to convert, the Individual Policy cannot be less than the current minimum for which Manulife Financial will issue the Policy.

#### **Death during Conversion Period**

If a person dies within 31 days of the date his Group Insurance terminates, on receipt of due proof, Manulife Financial will pay the maximum amount the person was eligible to convert. This will be done even if the person did not apply for an Individual Policy. If the person had applied for the Individual Policy, any premium paid will be refunded.

#### Subsequent Eligibility Under this Policy

If a person obtains an Individual Policy through this Privilege and later becomes eligible for insurance under this Group Policy, the amount for which he is eligible will be reduced by the amount of insurance remaining in force under the Individual Policy.

#### **Conversion for residents for Quebec**

Please see the Quebec Addendum Life Insurance conversion privilege for Insured persons who reside in Quebec in this policy for details about administration of conversion privileges for residents of Quebec.

- Death during Conversion Period

- Subsequent Eligibility Under this Policy

- Conversion for residents for Quebec

# 28 Accidental Death & Dismemberment Benefit

The Benefit	The Benefit			
		sult of an Accident while insured under this Table of Covered Losses, Manulife Financial provided the Loss:		
	a) is a direct result of the accidental injury;			
	b) occurs within 365 days from the date of the accidental injury; and			
	c) is total and irreversible or irrecoverable.			
	In the case of loss of speech or hearing, or loss of use of an arm, hand, or leg, the loss must be continuous for 12 months and determined to be permanent, after which time the benefit is payable. <b>Table of Covered Losses</b>			
Table of Covered Losses				
	In the following table, the amount payable is the Employee was insured at the time the a	a percentage of the Benefit Amount for which accidental injury occurred.		
	Only one percentage, the largest, will be paid for multiple losses to the same limb due to any one accidental injury. No more than 100% will be paid for all losses due to any one accidental injury, except in the case of hemiplegia, paraplegia or quadriplegia, where the total amount paid will not exceed 200% (provided such benefit is paid while the Employee is living).			
	exceed 200% (provided such benefit is pair	d while the Employee is living).		
	exceed 200% (provided such benefit is pain Covered Loss	d while the Employee is living). Percentage of Benefit Amount Payable		
Life				
Life Hands or Feet	Covered Loss	Percentage of Benefit Amount Payable		
	<b>Covered Loss</b> Loss of Life Loss of or Loss of Use of Both Hands	<b>Percentage of Benefit Amount Payable</b>		
Hands or Feet	<b>Covered Loss</b> Loss of Life Loss of or Loss of Use of Both Hands or Both Feet	Percentage of Benefit Amount Payable 100% 100%		
Hands or Feet Sight of Both Eyes	Covered Loss Loss of Life Loss of or Loss of Use of Both Hands or Both Feet Loss of Sight of Both Eyes	Percentage of Benefit Amount Payable 100% 100%		
Hands or Feet Sight of Both Eyes Hand and Foot One Hand and Sight of	Covered Loss Loss of Life Loss of or Loss of Use of Both Hands or Both Feet Loss of Sight of Both Eyes Loss of One Hand and One Foot Loss of One Hand and Sight of One	Percentage of Benefit Amount Payable           100%           100%           100%           100%		
Hands or Feet Sight of Both Eyes Hand and Foot One Hand and Sight of One Eye One Foot and Sight of	Covered Loss Loss of Life Loss of or Loss of Use of Both Hands or Both Feet Loss of Sight of Both Eyes Loss of One Hand and One Foot Loss of One Hand and Sight of One Eye Loss of One Foot and Sight of One	Percentage of Benefit Amount Payable         100%         100%         100%         100%         100%		

# Accidental Death & Dismemberment Benefit 29

Loss of or Loss of Use of One Hand or One Foot	66 2/3%	Hand or Foot
Loss of Sight of One Eye	66 2/3%	Sight of One Eye
Loss of Speech or Hearing in Both Ears	66 2/3%	Speech or Hearing in Both Ears
Loss of Thumb and Index Finger or At Least Four Fingers of One Hand	33 1/3%	Thumb and Index Finger or Four Fingers
Loss of All Toes of One Foot	25%	Toes
Loss of Hearing in One Ear	25%	Hearing in One Ear
Hemiplegia, Paraplegia or Quadriplegia	200%	Hemiplegia, Paraplegia or Quadriplegia

Loss of hand means complete severance at or above the wrist joint, but below the elbow.

Loss of foot means complete severance at or above the ankle joint, but below the knee joint.

Loss of arm means complete severance at or above the elbow.

Loss of leg means complete severance at or above the knee joint.

Loss of sight means the entire and irrevocable loss of sight of the eye.

Loss of speech means the entire and irrevocable loss of speech which does not allow audible communication of any degree.

Loss of thumb and index finger means the complete severance between the wrist and the interphalangeal and proximal interphalangeal joints of one hand, respectively.

Loss of finger means the complete severance at or above the knuckles joining the finger to the hand.

Loss of toe means the complete severance at or above the knuckle joining the toe to the foot.

Hemiplegia means paralysis of one side of the body.

Paraplegia means paralysis of the lower portion of the body (including the bowel and bladder) and both lower limbs due to injury of the spinal cord.

Quadriplegia means paralysis of four limbs.

# 30 Accidental Death & Dismemberment Benefit

Exposure and Disappearance	Ex	posure and Disappearance	
	If an Employee suffers a Loss specified in the Table of Covered Losses due unavoidable exposure to the elements of nature after a conveyance in which th Employee was travelling, sinks, makes a forced landing or is lost, wrecked or strande such loss will be deemed to have occurred as a result of an accidental injury.		
	An Employee is deemed to have suffered death by accidental injury if his body is not found within 365 days after a conveyance in which the Employee was travelling, sinks, makes a forced landing or is lost, wrecked or stranded.		
Losses Not Covered		sses Not Covered	
	NO	benefit is payable for any loss directly or indirectly related to:	
	a)	suicide or self-inflicted injury, whether the Employee is sane or insane;	
	b)	war, insurrection, the hostile actions of any armed forces, or participation in a riot or civil commotion;	
	c)	an infection (except pyogenic infections from an accidental cut or wound), illness or disease or the medical treatment of any illness or disease, or bodily or mental infirmity;	
	d)	riding in, boarding or leaving, or descending from, any aircraft as a pilot, operator or member of the crew;	
	e)	riding in, boarding or leaving, or descending from, any aircraft which is owned, operated or leased by or on behalf of the Employer;	
	f)	the committing of or attempt to commit an assault or criminal offence; or	
	g)	injuries sustained while operating a motor vehicle, either while under the influence of any intoxicant or if the Employee's blood contained more than 80 milligrams of alcohol per 100 millilitres of blood at the time of injury.	
Waiver of Premiums	Wa	niver of Premiums	
	If an Employee's Life Insurance premiums are being waived while this Benefit is in force, the premiums for this Benefit will also be waived.		
	Waiver of Premiums for this Benefit will be effective on the same date as the Waiver of Premiums for the Life Insurance Benefit.		
	The amount of insurance continued under this provision will be subject to the same terms described under the Life Insurance Benefit, except that:		

- a) the Conversion Privilege is not available for this Benefit (unless required by legislation or regulation); and
- b) Waiver of Premiums for this Benefit terminates when this Benefit terminates.

#### The Benefit

Manulife Financial will pay the Benefit Percentage of all Covered Expenses incurred for the care of an insured person once he has satisfied the Deductible.

Payment is subject to any maximum amount shown in the Benefit Schedule and in the Covered Expenses section below. Lifetime maximums apply to all periods combined in which an insured person is covered by Manulife Financial.

#### Claim Amounts Applied To The Maximum

Claim amounts that will be applied to the maximum are the amounts paid by Manulife Financial for Covered Expenses after applying the Deductible, Benefit Percentage and any other applicable Policy provisions.

#### Satisfying the Deductible

The Deductible is satisfied:

- a) when Covered Expenses incurred for the care of an insured person exceed the Individual Deductible; or
- b) when expenses applied to Individual Deductibles for an insured person's family exceed the Family Deductible.

#### **Deductible Carry-Forward**

Covered Expenses used to satisfy a Deductible in the last 3 months of a calendar year may also be used to satisfy the Deductible in the following calendar year.

The Benefit

- Claim Amounts Applied To The Maximum

Satisfying the Deductible

- Deductible Carry-Forward

#### **Covered Expenses**

#### **Covered Expenses**

Expenses shown below are covered if they:

- a) are Medically Necessary for the treatment of an illness or injury of an insured person and are recommended by a Physician; and
- b) are incurred for the care of a person while he is insured under this Benefit; and
- c) are reasonable taking all factors into account.

Note: The term illness as used above does not include infertility.

These Expenses are covered to the extent that:

- a) they are Reasonable and Customary, as determined by Manulife Financial; and
- b) they are not covered under the Provincial Plan or any other government-sponsored program; and
- c) they can legally be insured.

All Extended Health Care Benefits are paid as if the person were insured under the Provincial Plan.

In the event that a provincial plan or government-sponsored program or plan or legally mandated program discontinues or reduces payment for any services, treatments or supplies formerly covered in full or in part by such plan or program, this Policy will not automatically assume coverage of the charges for such treatments, services or supplies, but will reserve the right to determine, at the time of change, whether the expenses will be considered eligible or not.

Advance Supply Limitation

- Drug Expenses

#### Advance Supply Limitation

Payment of any Covered Expenses under this Benefit which may be purchased in large quantities will be limited to the purchase of up to a 3 months' supply at any one time, except for covered Drug expenses.

#### Drug Expenses

The maximum quantity of Drugs that will be payable for each prescription will be limited to the lesser of:

- a) the quantity prescribed by the Physician or Dentist; or
- b) a 34 day supply.

A quantity of up to a 100 day supply may be payable in long term therapy cases, where the larger quantity is recommended as appropriate by the Physician and the Pharmacist.

# **Extended Health Care Benefit 33**

Нс	ospital Services in Canada	Hospital Services in Canada
- H	lospital Care	- Hospital Care
	spital charges in excess of the charges for standard Ward accommodation, up to the spital maximum shown in the Benefit Schedule, provided:	
a)	the insured person was confined to Hospital on an in-patient basis; and	
b)	the accommodation was specifically elected in writing by the insured person.	
- E	xpenses Not Covered	- Expenses Not Covered
	arges for any portion of the cost of Ward accommodation, utilization or copayment s (or similar charges).	
Di	rect Drugs - Plan 3	Direct Drugs - Plan 3
an	arges incurred for the following when prescribed in writing by a Physician or Dentist d dispensed by a licensed Pharmacist, up to the maximum for this Covered Expense own in the Benefit Schedule.	
- D	rugs For Treatment of an Illness or Injury	- Drugs For Treatment of an Illness or Injury
	arges for any Drug which by law or convention requires the written prescription of a	or an inness of injury
	ysician or Dentist.	
Ch	arges for life-sustaining Drugs.	
Ch	arges for injectable medications.	
Ch	arges for the following expenses are not covered:	
a)	the administration of injectable medications;	
b)	Drugs, biologicals and related preparations which are intended to be administered in Hospital on an in-patient or out-patient basis and are not intended for a patient's use at home;	
c)	anti-smoking Drugs;	

d) anti-obesity Drugs;

- e) fertility Drugs; and
- Drugs used in the treatment of a sexual dysfunction. f)

#### - Preventive Drugs

Charges for oral contraceptives.

Charges for preventive vaccines and medicines (oral or injected).

- Preventive Drugs

# 34 Extended Health Care Benefit

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Diabetic Supplies	- Diabetic Supplies
	Charges for standard syringes, needles and diagnostic aids, required for the treatment of diabetes (charges for cotton swabs, rubbing alcohol, automatic jet injectors and similar equipment are not covered).
- Direct Claims Payment	- Direct Claims Payment
	Manulife Financial will provide a Pay Direct Drug Card for each Employee insured for this Benefit. The Pay Direct Drug Card is honoured by participating Pharmacists displaying the appropriate Pay Direct Drug decal.
	To fill a prescription for covered Drug expenses the insured Employee must:
	a) present the Pay Direct Drug Card to the Pharmacist; and
	b) pay any amounts that are not covered under this Benefit.
	Reimbursement of covered Drug expenses will be payable directly to the Pharmacist. Prescriptions for covered drug expenses purchased without the Pay Direct Drug Card will be reimbursed directly to the Employee.
Vision Care	Vision Care
	Charges for the following Vision Care expenses when prescribed by an ophthalmologist, optometrist, or oculist:
	a) eye exams including refractions, once per 2 calendar year(s);
	<ul> <li>b) purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures, up to the Prescription Glasses maximum shown in the Benefit Schedule;</li> </ul>
	c) contact lenses if prescribed as medically necessary or required to improve vision to at least a 20/40 level in the better eye, provided this level cannot be attained with glasses, up to the Contact Lenses maximum shown in the Benefit Schedule; and
	d) visual training, up to the Visual Training maximum shown in the Benefit Schedule.
Professional Services	Professional Services
	Services of a licensed chiropractor, osteopath, podiatrist/chiropodist, massage therapist, naturopath, speech therapist, physiotherapist, and psychologist, up to the Professional Services maximum shown in the Benefit Schedule.
	The recommendation of a Physician is not required for Professional Services.
	Expenses for some of these Professional Services may be payable in part by Provincial Plans. Coverage for the balance of such expenses prior to reaching the Provincial Plan maximum may be prohibited by provincial legislation. In those provinces, expenses

has been paid.

under this Benefit are payable after the Provincial Plan's maximum for the benefit year

# Extended Health Care Benefit 35

#### Medical Services and Supplies

For all medical equipment and supplies covered under this provision, Covered Expenses will be limited to the cost of the device or item that adequately meets the patient's fundamental medical needs.

#### - Private Duty Nursing

Services which are deemed to be within the practice of nursing and which are provided in the patient's home by:

- a) a registered nurse; or
- b) a registered nursing assistant (or equivalent designation) who has completed an approved medications training program.

Covered Expenses are subject to the Private Duty Nursing maximum shown in the Benefit Schedule.

Charges for the following services are not covered:

- a) service provided primarily for custodial care, homemaking duties, or supervision;
- b) service performed by a nursing practitioner who is an Immediate Family Member or who lives with the patient;
- c) service performed while the patient is confined in a hospital, a nursing home, or any similar institution; and
- d) service which can be performed by a person of lesser qualification, a relative, friend, or a member of the patient's household.

Manulife Financial suggests that a detailed treatment plan be submitted with cost estimates before Private Duty Nursing services begin. Manulife Financial will then advise the Employee of any benefit that will be provided.

#### - Rental of Major Medical Equipment

The rental or, when approved by Manulife Financial, purchase of:

- a) Mobility Equipment: crutches, canes, walkers, and wheelchairs; and
- b) Durable Medical Equipment: manual hospital beds, respiratory and oxygen equipment, and other durable equipment usually found only in hospitals.

Medical Services and Supplies

- Private Duty Nursing

- Major Medical Equipment - Non-Dental Prostheses, Supports and Hearing Aids

#### - Non-Dental Prostheses, Supports and Hearing Aids

Charges for external prostheses.

Charges for braces (other than foot braces), trusses, collars, leg orthosis, casts and splints.

Charges for the following expenses, when recommended by a Physician or podiatrist:

- a) stock-item orthopaedic shoes; and
- b) modifications or adjustments to stock-item orthopaedic shoes or regular footwear.

Charges will be subject to the Stock-Item Orthopaedic Shoes maximum shown in the Benefit Schedule.

Charges for 1 pair of custom-made shoes per calendar year which are:

- a) constructed by a Certified Orthopaedic Footwear Specialist; and
- required because of a medical abnormality that, based on medical evidence, cannot be accommodated in a stock-item orthopaedic shoe or a modified stock-item orthopaedic shoe.

Charges for casted, custom-made orthotics which are recommended by a Physician or podiatrist, up to the Custom-Made Orthotics maximum shown in the Benefit Schedule.

Charges for cost, installation, repair, and maintenance of a hearing aid or aids (including charges for batteries), up to the Hearing Aids maximum shown in the Benefit Schedule.

Charges for surgical stockings up to the Surgical Stockings maximum shown in the Benefit Schedule.

Charges for surgical brassieres up to the Surgical Brassieres maximum shown in the Benefit Schedule.
# - Other Supplies - Other Supplies The cost of ileostomy, colostomy and incontinence supplies. The cost of oxygen. The cost of medicated dressings and burn garments. The cost of wigs and hairpieces for patients with temporary hair loss as a result of medical treatment, up to the Wigs and Hairpieces maximum shown in the Benefit Schedule. - Diagnostic - Diagnostic Procedures Procedures Charges for microscopic and other similar diagnostic tests and services, rendered in a licensed laboratory in the province of Quebec. - Ambulance - Ambulance Charges for licensed ambulance service provided in the insured person's province of residence, including air ambulance, to transfer the patient to the nearest hospital where adequate treatment is available. - Dental Treatment - Dental Treatment Charges for the treatment of accidental injuries to the natural teeth or jaw. The accident must be due to a force or blow external to the mouth and have occurred while the person was insured for this Benefit. The treatment must be received and approved for payment within 12 months of the accident.

Injuries due to biting or chewing are not covered.

- Out-of-Province or Out-of-Canada

#### - Out-of-Province or Out-of-Canada

Charges incurred for the following medical treatment given outside the insured person's province of residence:

 a) treatment required as a result of a Medical Emergency arising during the first 60 days outside the province of residence, provided that the insured person who receives the treatment is also covered by the Provincial Plan during the absence from the province of residence.

A Medical Emergency occurs when an insured person requires immediate medical attention while an insured person is travelling outside his province of residence due or related to:

- i) a sudden, unexpected injury which occurs or a new medical condition which begins while an insured person is travelling outside his province of residence; or
- ii) a previously identified medical condition that was Stable, but not diagnosed as terminal or prescribed for palliative care, at the time of departure from his province of residence.

Stable means that the insured person:

1) has not in the 90 days before the departure date:

- been under treatment or evaluation for new symptoms or conditions uncovered in a medical examination, or

- experienced a worsening or increased frequency of existing symptoms or examination findings related to the medical condition, disease or illness - diagnosed or undiagnosed if the insured person has been seen by a medical professional in relation to the symptoms, or

- been prescribed or recommended a change in treatment or medication related to the medical condition by a physician or other medical professional, not including regular changes in medication that are made as part of an ongoing treatment or a reduction in medication due to an improvement in the medical condition, or

- been admitted to or treated at a hospital for the medical condition, or

 did not have future non-routine tests, investigations or new treatment planned for a previously identified medical condition or future medical appointment planned with respect to an undiagnosed medical condition.

Such Medical Emergency no longer exists when, in the opinion of the attending physician and supporting medical evidence, the insured person is able to return to his province of residence. No coverage is provided for any Medical Emergency related to a pregnancy for insured persons who are pregnant and travelling within 4 weeks of the due date.

b) referral out of Canada for medical treatment which is available in Canada, up to the Referral outside Canada maximum shown in the Benefit Schedule.

If, while outside Canada on referral for medical treatment, the insured person requires treatment for a medical condition which is related directly or indirectly to the referral treatment, the total expenses payable for all treatment are subject to the Referral outside Canada maximum shown in the Benefit Schedule.

These charges are subject to the Out-of-Canada Maximum shown in the Benefit Schedule.

For all treatment given out of Canada, other than emergency medical treatment, Manulife Financial:

- a) requires that it be recommended as necessary by a Physician practicing in Canada, and
- b) suggests that a detailed treatment plan be submitted with cost estimates before treatment begins.

Manulife Financial will then advise the Employee of any benefit that will be provided.

Charges for the following are payable under this Covered Expense:

- a) Physician's services;
- b) Hospital room and board at standard Ward rates. Charges in excess of Ward rates are payable if this Benefit covers Hospital Services in Canada. In such case, the amount payable under this expense is subject to the Hospital maximum shown in the Benefit Schedule;
- c) the cost of special Hospital services;
- d) Hospital charges for out-patient treatment;
- e) licensed ambulance services, including air ambulance, to transfer the patient to the nearest medical facility or Hospital where adequate treatment is available; and
- f) medical evacuation for admission to a Hospital or medical facility in the province where the patient normally resides.

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Covered Expenses will be limited to Reasonable and Customary charges less the amount payable by the Provincial Plan, or which would have been payable had proper application been made.

All other charges incurred while outside the province of residence are payable under the appropriate Covered Expense on the same basis as if they were incurred in the province of residence.

#### **Emergency Travel Assistance**

#### **Travel Assistance**

The following assistance services are provided for an insured person when required as a result of a Medical Emergency which occurs while temporarily outside such person's province of residence. The services are available during the period that the insured person is covered for the Out-of-Province or Out-of-Canada expense, provided under this Benefit.

#### Medical Emergency Assistance

Medical Emergency occurs when an insured person requires immediate medical attention while an insured person is travelling outside his province of residence due or related to:

- a sudden, unexpected injury which occurs or a new medical condition which begins while an insured person is travelling outside his province of residence; or

- a previously identified medical condition that was Stable, but not diagnosed as terminal or prescribed for palliative care, at the time of departure from his province of residence.

Stable means that the insured person:

i) has not in the 90 days before the departure date:

- been under treatment or evaluation for new symptoms or conditions uncovered in a medical examination, or

- experienced a worsening or increased frequency of existing symptoms or examination findings related to the medical condition, disease or illness - diagnosed or undiagnosed if the insured person has been seen by a medical professional in relation to the symptoms, or

- been prescribed or recommended a change in treatment or medication related to the medical condition by a physician or other medical professional, not including regular changes in medication that are made as part of an ongoing treatment or a reduction in medication due to an improvement in the medical condition, or

- been admitted to or treated at a hospital for the medical condition. or

Medical Emergency Assistance

**Emergency Travel** 

Assistance

ii) did not have future non-routine tests, investigations or new treatment planned for a previously identified medical condition or future medical appointment planned with respect to an undiagnosed medical condition.

Such Medical Emergency no longer exists when, in the opinion of the attending physician and supporting medical evidence, the insured person is able to return to his province of residence. No coverage is provided for any Medical Emergency related to a pregnancy for insured persons who are pregnant and travelling within 4 weeks of the due date.

#### a) 24-Hour Access

Multilingual assistance is available 24 hours a day, seven days a week, through telephone (toll-free or call collect), telex or fax.

#### b) Medical Referral

Referral to the nearest physician, dentist, pharmacist or appropriate medical facility, and verification of insurance coverage, is provided.

#### c) Claims Payment Service

If a hospital or other provider of medical services requires a deposit or payment in full for services rendered, and the expenses exceed \$200 (Canadian), payment of such expenses will be arranged and claims co-ordinated on behalf of the insured person.

Payment and co-ordination of expenses will take into account the coverage that the insured person is eligible for under a Provincial Plan and this Policy. If such payments are subsequently determined to be in excess of the amount of benefits to which the insured person is entitled, Manulife Financial shall have the right to recover the excess amount by assignment of Provincial Plan benefits and/or refund from the Employee.

#### d) Medical Care Monitoring

Medical care and services rendered to the insured person will be monitored by medical staff who will maintain contact, as frequently as necessary, with the insured person, the attending physician, the insured person's personal physician and family.

#### e) Medical Transportation

If medically necessary, arrangements will be made to transfer an insured person to and from the nearest medical facility or to a medical facility in the insured person's province of residence. Expenses incurred for the medical transportation will be paid, as described under Medical Services and Supplies - Out-of-Province or Out-of-Canada.

If medically necessary for a qualified medical attendant to accompany the insured person, expenses incurred for round-trip transportation will be paid.

#### f) Return of Dependent Children

If dependent children are left unattended due to the hospitalization of an insured person, arrangements will be made to return the children to their home. The extra costs over and above any allowance available under pre-paid travel arrangements will be paid.

If necessary for a qualified escort to accompany the dependent children, expenses incurred for round-trip transportation will be paid.

#### g) Trip Interruption/Delay

If a trip is interrupted or delayed due to an illness or injury of an insured person, one-way economy transportation will be arranged to enable each insured person and a Travelling Companion (if applicable) to rejoin the trip or return home. Expenses incurred, over and above any allowance available under pre-paid travel arrangements will be paid.

A Travelling Companion is any one person travelling with the insured person, and whose fare for transportation and accommodation was pre-paid at the same time as the insured person's fare.

If the insured person chooses to rejoin the trip, further expenses incurred which are related directly or indirectly to the same illness or injury, will not be paid.

If an insured person must return home due to the hospitalization or death of an Immediate Family Member, one-way economy transportation will be arranged and expenses incurred, over and above any allowance available under pre-paid travel arrangements, will be paid.

#### h) After Hospital Convalescence

If an insured person is unable to travel due to medical reasons following discharge from a hospital, expenses incurred for meals and accommodation after the originally scheduled departure date will be paid, subject to the maximum shown in part I) of this provision.

#### i) Visit of Family Member

Expenses incurred for round-trip economy transportation will be paid for an Immediate Family Member to visit an insured person who, while travelling alone, becomes hospitalized and is expected to be hospitalized for longer than 7 days. The visit must be approved in advance by Manulife Financial.

#### j) Vehicle Return

If an insured person is unable to operate his owned or rented vehicle due to illness, injury or death, expenses incurred for a commercial agency to return the vehicle to the insured person's home or nearest appropriate rental agency will be paid, up to a maximum of \$1,000 (Canadian).

#### k) Identification of Deceased

If an insured person dies while travelling alone, expenses incurred for round-trip economy transportation will be paid for an Immediate Family Member to travel, if necessary, to identify the deceased prior to release of the body.

#### I) Meals and Accommodation

Under the circumstances described in parts f),g),h),i), and k) of this provision, expenses incurred for meals and accommodation will be paid, subject to a combined maximum of \$2,000 (Canadian) per medical emergency.

#### Non-Medical Assistance

#### a) Return of Deceased to Province of Residence

In the event of the death of an insured person, the necessary authorizations will be obtained and arrangements made for the return of the deceased to his province of residence. Expenses incurred for the preparation and transportation of the body will be paid, up to a maximum of \$5,000 (Canadian). Expenses related to the burial, such as a casket or an urn will not be paid.

#### b) Lost Document and Ticket Replacement

Assistance in contacting the local authorities is provided, to help an insured person in replacing lost or stolen passports, visas, tickets or other travel documents.

#### c) Legal Referral

Referral to a local legal advisor, and if necessary, arrangement for cash advances from the insured person's credit cards, family or friends, is provided.

#### d) Interpretation Service

Telephone interpretation service in most major languages is provided.

#### e) Message Service

Telephone message service is provided for messages to or from family, friends or business associates. Messages will be held for up to 15 days.

#### f) Pre-trip Assistance Service

Up-to-date information is provided on passport and visa, vaccination and inoculation requirements for the country where the insured person plans to travel.

Non-Medical Assistance Health Advice and Assistance

#### Health Advice and Assistance

The following services are available for an insured person when required as a result of an illness or injury:

#### a) After Hours Access to a Registered Nurse

Toll free telephone access to a registered nurse is available seven days a week, during the hours that a family Physician is not readily accessible.

#### b) Medical Advice

Medical advice will be provided on:

- i) whether the illness or injury can be safely treated at home or will require a visit to a Physician or hospital emergency room;
- ii) the type of side effect to expect from a prescribed Drug ; and
- iii) other health related services that may be requested or required by the insured person.

#### c) Link to 911

If necessary, an insured person will be immediately linked to their local 911 emergency service for medical assistance.

#### d) Follow-Up Call

Where appropriate, to monitor the care of the insured person, the registered nurse will follow-up with the insured person within 24 hours after the medical advice is provided.

#### Exceptions

#### Exceptions

Manulife Financial, and the company contracted by Manulife Financial to provide the travel assistance services described in this Benefit, will not be responsible for the availability, quality, or results of any medical treatment, or the failure of an insured person to obtain medical treatment or emergency assistance services for any reason.

Emergency assistance services may not be available in all countries due to conditions such as war, political unrest or other circumstances which interfere with or prevent the provision of any services.

Health Service Navigator™

#### Health Service Navigator™

The recommendation of a physician is not required for Health Service Navigator ("HSN") services. Manulife Financial will provide the following services to eligible covered persons and, where the context is applicable, their treating physicians (all of which shall be collectively referred to, for the purposes of this document, as "User(s)"), as required.

#### Internet Health Navigation Resource Centre

This internet resource centre shall include the following health care navigation information:

#### a) Medical Second Opinion ("MSO") Services

- i) Information about the MSO service;
- ii) Reasons why a User may want to access the service;
- iii) A description of how the service works;
- iv) How to initiate the service;
- v) A complete listing of medical conditions covered by the service;
- vi) A listing of the hospitals that could provide the MSO;
- vii) Frequently asked questions about MSO service, including the exclusions and limitations relevant to the service.

# b) Health and Drug Library

This reference database shall include the following content:

- i) "Health Channels"
- ii) Conditions Database, which provides educational material concerning common medical conditions.
- iii) Canadian Prescription Drug Information, which permits a drug search by name and provides drug fact sheets with background information on drug usage and drug risks.
- iv) Health News, which provides a list of current health news items, accessible by health topic.
- v) Health Assessment Tools
- vi) Chronic Conditions Centre, which includes a community support search database and information concerning certain medical conditions.
- vii) Healthcare Guide, which permits access to the following information:

- Finding a Healthcare Provider, which comprises resources to help locate a Canadian Physician by province and last name, city, medical specialty, or telephone area code;

- Navigating the Healthcare System, which contains practical information on receiving the most value from the Canadian healthcare system

- Health Services Guides for Each Province

Manulife Financial shall endeavour to ensure that the internet resources offered under HSN shall be available to Users, seven days each week from 8:00 a.m. to 8:00 p.m. local time except on Sundays. Sundays are reserved for regular maintenance and this may result in disruption of service. However, Manulife Financial cannot guarantee the availability of such resources, owing to such events as maintenance, system outages and other events beyond its control. Manulife Financial also reserves the right to alter the content of all of the informational resources relating to HSN, without notice to or consent from the Plan Sponsor or any of the Users.

#### **User Customer Care Call Centre**

Manulife Financial shall provide a User Customer Care Call Centre to support telephone inquiries about the HSN Services, including the initiation of medical second opinion services, between the hours of 8:00 a.m. and 8:00 p.m. on Business Days in the User's local time zone. However, direct telephone access to the MSO service coordinator shall only be available from 8:00 a.m. to 6:00 p.m. on Business Days.

#### **Medical Second Opinion Services**

- a) The User shall have access to a medical second opinion ("MSO") service for the following covered conditions: AIDS, Alzheimer's Disease, any amputation, any life threatening illness, benign brain tumor, cancer, cardiovascular conditions, chronic pelvic pain, coma, deafness, emphysema, hip and knee replacement, loss of speech, major burns, major organ transplants, major trauma, Multiple Sclerosis, neuro-degenerative diseases, paralysis, Parkinson's Disease, renal insufficiency or kidney failure, rheumatoid arthritis, stroke, sudden blindness due to sickness, Thrombophlebitis and embolism
- b) Each request for a MSO shall be coordinated through a case manager employed by the MSO service coordinator ("MSO Coordinator"), and shall be rendered and delivered by a MSO provider ("MSO Provider"), comprising licensed medical practitioners within the MSO Coordinator's hospital network ("Network"), whose credentials are most appropriate to provide a MSO on the User's condition.
- c) Each MSO shall consist of a confirmed diagnosis and treatment plan, including:
  - A multi-disciplinary review, analysis and written consultation rendered by one or more Network physicians who are qualified specialists or sub-specialists in a field or fields that are typically consulted for the medical condition for which the User has sought a MSO;
  - Where either the diagnosis and/or recommended treatment plan from the MSO Provider is significantly different from that rendered by the User's treating physician, and in the MSO Coordinator's opinion, consultations from physicians at more than one Network hospital would be helpful, then the User may receive an additional MSO at no additional cost to the User;
  - iii) A written consultation report for each of the User and their primary treating physician, and where requested, a telephone consultation between such treating physician and the MSO Provider;
  - iv) The permanent retention of diagnostic quality digital medical files created using U.S. Federal Drug Administration cleared compression technology and encryption that are stored with the MSO Provider to facilitate follow-up should a comparison be required for a subsequent case review.

- d) The User can normally expect to receive a MSO within four (4) to seven (7) Business Days from receipt of all medical information by the MSO Provider. However, this time may vary depending upon the circumstances of the case.
- e) Users shall not be required to cover the cost of replicating or shipping medical information to the MSO Provider. The MSO Coordinator shall pay the User's treating physician's reasonable costs of photocopying a User's file and reasonable fees for completing MSO forms, and shall also pay the costs of having such file shipped to the MSO Coordinator.
- f) Unless otherwise requested by the User, the MSO Coordinator shall select the medical institution from which to request such MSO. If the User requests a specific medical institution within the Network, a reasonable effort shall be made to accommodate such request.

#### **Medical Coordination Services**

Where Users wish to travel to the United States for medical treatment, the expenses for such travel and treatment are not included in the HSN Services and accordingly, shall be at the User's own expense. However, in such cases, Manulife Financial can provide, as part of the HSN Service, a medical coordination service, which includes:

- a) Assisting the User to identify and select a hospital or specialist from amongst the Network, for care in the U.S.;
- b) Arranging appointments for care, including hospital admission and physician referrals;
- c) Identifying and recommending arrangements for any specialized transportation needs;
- d) Identifying and communicating any User special requirements, such as cultural considerations or language issues;
- e) Facilitating discharge planning and plans for return home for the User.

#### **Exclusions and Limitations**

Without limiting any other exclusions and limitations under this Policy which may apply to HSN, the following exclusions and limitations will apply particularly to HSN:

- a) HSN Services do not include any services, goods or other expense incurred by the Plan Sponsor, Users or their treating physicians for which Manulife Financial is not specifically responsible under the terms and conditions of this Policy, including but not limited to any medical treatments, procedures, drugs, medical expenses or medical equipment, the cost of any materials, travel costs, fees, appointment cancellation charges and other expenses.
- b) Any medical conditions that are a direct result of either of the following events are not eligible for HSN Services:
  - i) Radioactive Contamination that is not associated with one's occupation; or
  - ii) War or warlike operations (whether war is declared or not), invasion, act of foreign enemy, hostilities, mutiny, riot, civil commotion, civil war, rebellion, revolution, insurrections, conspiracy, military or usurped power, martial law or state of siege, or any events or causes which determine the proclamation or maintenance of martial law or state of siege.
- c) In some cases, the medical information submitted by the User may be determined by the Network physicians to be insufficient, or not of an adequate quality to render a MSO. In such cases, the MSO Coordinator will inform the User, within 24 hours, of the reasons for the inability to deliver a consultation report. The User will then have the opportunity to deliver additional or alternative material to the MSO coordinator, for consideration by the Network physicians rendering the opinion. If such information is still insufficient, then the Network physicians have the right to refuse to render a MSO, and neither they nor the MSO Coordinator nor Manulife Financial shall have any further obligation in relation to such MSO request.
- d) Save and except the information available through the MSO service referred to herein, all information in any format (collectively referred to herein as the "Content") available on or through the HSN Internet Health Navigation Resource Centre and the User Customer Call Centre, is provided for informational purposes only. The Content is not to be used or relied upon for any diagnostic, treatment or other purposes. The Content does not create a patient-physician relationship and is not intended in any way to be a substitute for professional diagnosis, treatment or advice. Users must consult their health care provider or another qualified health care provider before making any health care decisions or for guidance about a specific medical condition. A User's reliance on any of the Content is solely at their own risk. Manulife Financial does not recommend or endorse any specific products, services, treatments, procedures, tests, physicians, organizations, opinions or other information that may be referred to in the Content or on any third party website. Manulife disclaims any liability whatsoever for any current or future Content that may be or may become part of the HSN Service.

#### **Termination of User's HSN Services**

All HSN services in progress at the time of termination of this benefit will be completed in accordance with the terms and conditions of this benefit and the Policy. HSN services terminate when the extended health care coverage terminates for the User or the User reaches age 70, whichever is earlier. If a User has already requested a MSO at the time that:

- a) the HSN services terminate for any reason, or
- b) the User ceases to be eligible for the HSN services, or
- c) Manulife suspends the provision of the HSN services;

then such User may continue to participate in the MSO process related to that particular MSO until such process has been concluded, but no other HSN services shall be available.

#### Suspension of HSN Services

In addition to any rights it may have under the Policy, Manulife may, in its discretion, elect to suspend the provision of the HSN services in the event the Plan Sponsor fails to pay any of the fees related thereto, without prejudice to any other rights it may have under this Agreement.

# Expenses Not Covered

No benefit is payable for any expense which is directly or indirectly related to:

(Not Applicable to Health Service Navigator™)

- a) any illness or injury arising out of or in the course of employment when the person is covered by or is eligible for coverage by workers' compensation;
- b) any illness or injury for which benefits are payable under any government plan or legally mandated program;
- c) self-inflicted injuries or illnesses, whether the person is sane or insane;
- d) war, insurrection, the hostile action of any armed forces or participation in a riot or civil commotion;
- e) the committing of or the attempt to commit an assault or criminal offence;
- f) injuries sustained while operating a motor vehicle, either while under the influence of any intoxicant or if the insured person's blood contained more than 80 milligrams of alcohol per 100 millilitres of blood at the time of injury;
- g) charges for periodic check-ups, broken appointments, third party examinations, travel for health purposes, or completion of claim forms;

#### Expenses Not Covered

- h) charges for services or supplies
  - i) when there would have been no charge at all in the absence of insurance;
  - ii) when reimbursement would have been made under a government-sponsored plan in the absence of insurance;
  - iii) which are received from a medical or dental department maintained by an employer, association or trade union;
  - iv) which are required for recreation or sports but which are not medically necessary for regular activities;
  - v) which would have been payable by the Provincial Plan if proper application had been made;
  - vi) which are performed or provided by the insured person, an Immediate Family Member or a person who lives with the insured person;
  - vii) which are provided while confined in a Hospital on an in-patient basis;
  - viii) which are not specified as a Covered Expense under this Benefit;
- i) medical or surgical care which is cosmetic; or
- j) medical treatment which is not usual and customary, or which is Experimental or Investigational in nature.

#### Continuation of Coverage

If a person is Disabled when insurance under this Benefit terminates, Covered Expenses related to the treatment of the Disability will continue to be payable by Manulife Financial.

Coverage will be continued for up to 90 days after insurance would otherwise have terminated while the person remains Disabled. However, coverage will terminate if the disabled person becomes eligible for insurance under another group plan.

An Employee will be considered Disabled if he is eligible for disability benefits under any other provision of this Policy.

A Dependent will be considered Disabled if he is receiving medical treatment from a Physician and confined to a Hospital or to his home.

Continuation of Coverage

The Benefit	The Benefit
	Manulife Financial will pay the Benefit Percentage of all Covered Expenses incurred for the dental care of an insured person.
	Payment is subject to any maximum amounts shown in the Benefit Schedule and to any limit on benefits shown in the Covered Expenses section below. Lifetime Maximums apply to all periods combined in which an insured person is covered by Manulife Financial.
	In determining if an expense is covered, Manulife Financial may require the following information:
	a) x-rays and a complete dental chart showing any extractions, fillings, or other work performed prior to the date of the incurred expenses for which claim is being made;
	b) itemized bills from the dentist or other sources, of services or treatments; and
	<ul> <li>c) laboratory or hospital reports, casts, molds or study models, or other similar evidence of the condition or treatment of the teeth or mouth.</li> </ul>
- Claim Amounts Applied To The Maximum	- Claim Amounts Applied To The Maximum
	Claim amounts that will be applied to the maximum are the amounts paid by Manulife Financial for Covered Expenses after applying the Deductible, Benefit Percentage and any other applicable Policy provisions.
Covered Expenses	Covered Expenses
	Expenses shown below are covered if they:
	a) are incurred for the necessary dental care of an insured person;
	b) are incurred for the care of a person while he is insured under this Benefit;
	<ul> <li>are incurred for services provided by a Dentist, a dental hygienist working within the scope of his license, or a denturist working within the scope of his license;</li> </ul>
	<ul> <li>are reasonable as determined by Manulife Financial, taking all factors into account; and</li> </ul>
	e) do not exceed
	<ul> <li>the fees recommended in the Dental Fee Guide shown in the Benefit Schedule, or</li> </ul>

ii) reasonable and customary charges, as determined by Manulife Financial, if such expenses are not included in the Dental Fee Guide shown in the Benefit Schedule.

# Alternate Benefits

Where any two or more courses of treatment covered under this Benefit would produce professionally adequate results for a given condition, Manulife Financial will pay Benefits as if the least expensive course of treatment were used. Manulife Financial will determine the adequacy of the various courses of treatment available, through a professional dental consultant.

# Level I - Basic Services

- a) complete oral examinations, one per 2 calendar years
- b) full mouth x-rays, one per 2 calendar years
- c) recall examinations, one every 6 months
- d) bitewing x-rays, two films, once every 6 months
- e) routine diagnostic and laboratory procedures
- f) one unit of light scaling and one unit of polishing, once every 6 months, when the service is performed outside Quebec, or prophylaxis once every 6 months, when the service is performed in Quebec
- g) fluoride treatment, once every 6 months, for Dependent Children under 19 years of age
- h) space maintainers (excluding appliances placed for orthodontic purposes)
- i) fillings, (amalgam, silicate, acrylic and composite), retentive pins and pit and fissure sealants. Replacement fillings are covered only if
  - i) the existing filling is at least 12 months old and required due to significant breakdown of the existing filling or recurrent decay; or
  - ii) the existing filling is amalgam and there is medical evidence indicating that the patient is allergic to amalgam
- j) pre-fabricated full-coverage restorations (metal and plastic)
- k) minor surgical procedures, simple extractions, and post surgical care
- I) complicated extractions including impacted and residual roots
- m) consultation, anaesthesia, and conscious sedation
- n) denture repairs, relines and rebases, only if the expense is incurred later than 3 months after the date of the initial placement of the denture
- o) injection of antibiotic Drugs when administered by a Dentist in conjunction with dental surgery

Alternate Benefits

Level I - Basic Services

Level II -Supplementary **Basic Services** 

### Level II - Supplementary Basic Services

- a) surgical procedures not included in Level I (excluding implant surgery)
- b) periodontal services for treatment of diseases of the gums and other supporting tissue of the teeth, including:
  - scaling not covered under Level I, and root planing, up to a combined maximum i) of 6 units per calendar year(s);
  - provisional splinting; and ii)
  - iii) occlusal equilibration, up to a maximum of 8 units per calendar year(s)
- c) endodontic services (which include root canals and therapy, root amputation, apexifications and periapical services). Root canals and therapy are limited to one initial treatment plus one re-treatment per tooth per lifetime. Re-treatment is covered only if the expense is incurred more than 12 months after the initial treatment.

Work in Progress when Coverage under this Policy ends

Pre-Determination of **Benefits** 

#### Work in Progress when Coverage under this Policy ends

If a person's insurance terminates under this Policy for reasons other than termination of this Policy or this Dental Care Benefit, and endodontic treatment had begun exposing a tooth, Manulife Financial will pay for expenses related to such treatment provided the expense is incurred within 31 days after the insurance terminates.

#### Pre-Determination of Benefits

When a proposed course of treatment is expected to cost more than \$500, a treatment plan should be filed with Manulife Financial before treatment begins.

Manulife Financial will then advise the Employee of the amount, if any, that is payable.

# **Dental Care Benefit 55**

Expenses not Covered

### Expenses not Covered

No benefit is payable for any expense which is directly or indirectly related to:

- a) a charge, or a portion of a charge, which is eligible for reimbursement under any other part of this Policy, or through a government plan or legally mandated program;
- b) self-inflicted injuries or illnesses, whether the person is sane or insane;
- c) war, insurrection, the hostile action of any armed forces or participation in a riot or civil commotion;
- d) the committing of or the attempt to commit an assault or criminal offence;
- e) injuries sustained while operating a motor vehicle, either while under the influence of any intoxicant or if the insured person's blood contained more than 80 milligrams of alcohol per 100 millilitres of blood at the time of injury;
- f) charges for broken appointments, third party examinations, travel to and from appointments, or completion of claim forms;
- g) charges for services or supplies
  - i) when there would have been no charge at all in the absence of insurance;
  - ii) which are received from a medical or dental department maintained by an employer, association or trade union; or
  - iii) which are performed or provided by the insured person, an Immediate Family Member or a person who lives with the insured person;
  - iv) which are not specified as a Covered Expense under this Benefit;
- h) treatment rendered for a full mouth reconstruction, for a vertical dimension, or for a correction of temporomandibular joint dysfunction;
- i) cosmetic treatment, unless this is needed because of an accidental injury which occurred while the person was insured under this Policy;
- j) implants, or any services rendered in conjunction with implants;
- k) anti-snoring or sleep apnea devices;
- I) treatment which is not generally recognized by the dental profession as an effective, appropriate and essential form of treatment for the dental condition;
- m) the replacement of removable appliances which are lost, mislaid or stolen; or
- n) laboratory fees which exceed Reasonable and Customary charges, as determined by Manulife Financial.

# 56 Survivor Extended Insurance Benefit

The Benefit	The Benefit
	If an Employee dies while insured for this Benefit and while his Dependents are covered under this Policy, Manulife Financial will continue the Dependent coverage for a period of up to 24 months. The Benefit Schedule shows which Dependent coverage will be continued under this Benefit. Premium payments will be waived for this continued coverage.
- Insurance Coverage Continued	Insurance Coverage Continued
Continued	
	The coverage continued on a Dependent will be the same as that which was in effect on the date of the Employee's death.
- Termination of	Termination of Insurance
Insurance	
	The maximum period for extended coverage is 24 months. Coverage on any Dependent ceases prior to this:
	a) if the Dependent would cease to qualify as a Dependent, even if the Employee were still alive;

b) if the Dependent obtains similar coverage elsewhere; or

c) if this Policy terminates.

Foth Canada Corporation

# Payees

Benefits payable due to the death of an Employee are payable to the Employee's beneficiary or, if no such beneficiary is alive or has been designated, to the Employee's estate. All other benefits for an Employee and such Employee's Dependents are payable to the Employee, unless the Employee has previously authorized payment to be made to the person and/or corporation which has rendered services, treatment or supplies. If the Employee is not alive, these benefits are payable to such Employee's estate.

# Payment of Small Amounts

If any amount up to \$2,000 is payable to a person who is not alive or who cannot give a valid discharge for such payment, Manulife Financial may pay the amount to:

- a) any relative of that person; or
- b) any person or institution incurring expenses for the care, maintenance or burial of that person.

# **Requirement of Proof**

No claim for benefits will be paid until Manulife Financial receives satisfactory proof in writing that such benefits are payable under the terms of this Policy.

Manulife Financial reserves the right to request any additional information necessary, as determined by Manulife Financial, to validate the eligibility of a claim for benefits under this Policy. The Employee is responsible for any expenses incurred for obtaining this additional information.

#### Submission of Proof

Proof that benefits are payable must be submitted by or on behalf of the Employee and received by Manulife Financial at its Head Office for Canadian Operations or one of its Group Claims Offices within:

- a) 90 days from the date of the loss, for claims for Life and Accidental Death and Dismemberment benefits
- b) 180 days from the end of the Qualifying Period, for claims for disability benefits
- c) 12 months from the date the expense was incurred, for claims for Extended Health Care and Dental Care benefits, while insurance under this Policy is in force. Upon termination of a person's insurance under this Policy, proof that Extended Health Care and Dental Care benefits are payable must be submitted within the earlier of:
  - i) 12 months from the date the expense was incurred
  - ii) 90 days from the date of termination of insurance

Payees

- Payment of Small Amounts

Requirement of Proof

- Submission of Proof

# 58 Payment of Claims

Date Costs are Incurred	Date Costs are Incurred
	The expense for a service or supply is deemed to have been incurred on the date the service was performed or the supply furnished. If a procedure involves multiple appointments, the expense is deemed to be incurred on the date the procedure is completed. For supplies that have to be ordered, the expense will be deemed to be incurred on the date the supplies were paid for. Proof of receipt of the supplies is required.
Continuing Proof	Continuing Proof
	If benefits are being paid or coverage continued on an insured person because of disability, Manulife Financial may require written proof that this person remains Disabled under the terms of this Policy. This proof will be required as often as may reasonably be necessary.
Examination by Manulife Financial	Examination by Manulife Financial
	Manulife Financial reserves the right to have any person in respect of whom a claim is being made under this Policy submit to a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by Manulife Financial, as often as may reasonably be required. No benefits will be payable if, without reasonable cause, the insured person fails to undergo such examination. If benefits are claimed for loss of life, Manulife Financial may require that an autopsy be performed. Manulife Financial will use the results of any such examination or autopsy to determine whether benefits are payable under this Policy.
Subrogation	Subrogation
	If an insured person suffers personal injury or loss for which he has a right to bring action for damages against a third party, Manulife Financial shall be subrogated to the insured person's rights to recover damages to the extent that it may be obligated to pay benefits to the insured person. In such case, Manulife Financial will require the insured person to complete a subrogation reimbursement agreement. Manulife Financial has the right to suspend payment of benefits until the completed agreement is received.
	Upon judgement or settlement for damages, the insured person shall reimburse Manulife Financial for benefits paid or payable. Unless notified to the contrary, the insured person's solicitor shall also represent Manulife Financial's interests in such a recovery.
Time Limit on Legal Action	Time Limit on Legal Action
	No legal action against Manulife Financial may be commenced less than 60 days after proof has been filed in accordance with the above requirements. Every action or proceeding against Manulife Financial for the recovery of benefits payable under this policy is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

# **Co-ordination of Benefits**

Manulife Financial will co-ordinate its Extended Health Care and Dental Care Benefits payable under this Policy with other Plans which also cover an insured person for similar Benefits.

# Plans Co-ordinated with this Policy

For the purposes of the Co-ordination of Benefits, Plan means:

- a) other group insurance programs;
- b) any other arrangement of coverage for individuals in a group, whether on an insured or uninsured basis, including any pre-payment coverage, capitation plan, franchise plan or services plan; and
- c) individual travel insurance plans.

Plan does not include school insurance or Provincial Plans.

# How Claims are Co-ordinated

Benefits payable under this Policy will be reduced, when necessary, so that no more than 100% of eligible expenses incurred during a calendar year are jointly paid by this Policy and all Plans which come before it in the Order of Benefit Payment.

For the purposes of this provision, eligible expenses are as defined in each Policy or Plan document, before any applicable payment limitations, such as deductible, benefit percentage and maximums, are applied. An expense is eligible only to the extent that it is Reasonable and Customary. Co-ordination of Benefits

Plans Co-ordinated with this Policy

How Claims are Co-ordinated

#### Order of Benefit Payment

# Order of Benefit Payment

The Order of Benefit Payment is established by applying the following rules to the various Plans which cover eligible expenses. The rules are applied from first to last until an order is established.

- a) The Plan with no Co-ordination of Benefits provision in the Policy or Plan document is deemed to pay its benefits first (primary carrier).
- b) If all Plans have a Co-ordination of Benefits provision, the following rules are applied to determine the Order of Benefit Payment. The rules depend on the basis on which the person is covered in the Plan.
  - i) Employee/Member

The Plan which covers the person as an employee/member is deemed to pay its benefits before a Plan which covers that person as a dependent.

If the person is an employee/member under more than one Plan, the following order applies:

- 1) the Plan where the person is an active full-time employee, then
- 2) the Plan where the person is an active part-time employee, then
- 3) the Plan where the person is a retiree.
- ii) Dependent Spouse

If a dependent spouse is also covered as an employee/member under another Plan, the Plan which covers the spouse as an employee/member is deemed to pay its benefits before the Plan which covers the spouse as a dependent.

If the spouse is an employee/member under more than one Plan, the order of benefit payment is as outlined under "Employee/Member" above.

iii) Dependent - Child

If a dependent child is covered under more than one Plan, benefits are deemed to be paid first under the Plan of the parent with the earlier birthdate (month/day) in the calendar year. If both parents have the same birthdate, the Plan of the parent whose first name begins with the earlier letter in the alphabet is deemed to pay benefits first.

However, in situations where the parents of the dependent child are separated or divorced, the following order applies:

- 1) the Plan of the parent with custody of the child, then
- 2) the Plan of the spouse of the parent with custody of the child, then
- 3) the Plan of the parent not having custody of the child, then
- 4) the Plan of the spouse of the parent not having custody of the child.

Where divorced or separated parents share joint custody of the dependent child, benefits are deemed to be paid first under the Plan of the parent with the earlier birthdate (month/day) in the calendar year. If both parents have the same birthdate, the Plan of the parent whose first name begins with the earlier letter in the alphabet is deemed to pay benefits first.

- c) For dental accidents, Extended Health Care Plans with accidental dental coverage determine benefits before Dental Plans.
- d) If the Order of Benefit Payment cannot be established by the preceding rules, benefits will be pro-rated between or among the Plans in proportion to the amounts that would have been paid under each Plan had there been coverage by only that Plan.

#### Special Rules Applied

# Special Rules Applied

Manulife Financial will apply the following rules in co-ordinating benefits under this Policy:

- a) if a person does not apply for a benefit for which he is eligible under another Plan, the amount of such benefit will be estimated by Manulife Financial and assumed to be paid;
- b) if only part of a Plan provides for the co-ordination of benefits, this part will be considered a separate Plan from the part which does not provide for co-ordination;
- c) this Policy is considered to be a Plan in applying the rules which establish an Order of Benefit Payment;
- d) when a Plan provides benefits in the form of service rather than cash payments, the Reasonable and Customary value of the service rendered is deemed to be both an eligible expense and a benefit paid; and
- e) if a person is also covered under an individual travel insurance plan, benefits will be co-ordinated in accordance with the guidelines provided by the Canadian Life and Health Insurance Association.

Administration of the Provision

# Administration of the Provision

Manulife Financial has the right to release to or obtain from any other insurer, person or institution, information needed to administer the Co-ordination of Benefits provision in this Policy. Manulife Financial has the right to recover any payments in excess of the amount determined to be payable in accordance with this provision.

# Method of Administration

This Policy must be administered in accordance with Manulife Financial's instructions.

# **Participation Requirements**

100% of eligible Employees must always be insured under this Policy. In addition, a minimum of 2 Employee(s) must be covered at all times.

Employees who are covered under a Spouse's insurance plan for similar benefits may submit a signed waiver of insurance for those benefits under this Policy. Employees who submit these waivers will not be counted as eligible for purposes of the Participation Requirements.

All eligible Dependents must be insured under this Policy unless they are covered under another insurance plan for similar benefits. In this case, the Employee must also submit a signed waiver of Dependent insurance in order for coverage on such Dependents to be waived or terminated. Waiver or termination will take effect on the date such notice is received.

All Employees who have not submitted the signed waivers described above are covered from the date on which they are first eligible, if the benefits are mandatory.

# Notice of New Employees

The Policyholder must supply enrolment material to eligible Employees and inform Manulife Financial of the addition of new Employees as they become eligible for insurance.

# Notice of Terminated Employees

The Policyholder must inform Manulife Financial of the termination of insurance on Employees on or before the date on which this insurance terminates. The Policyholder is also responsible for the retrieval of every Pay Direct Drug Card issued under this policy. Payments made for the cost of drugs dispensed with respect to ineligible persons because of the late receipt of termination notice or the Policyholder's failure to retrieve Pay Direct Drug Cards will be recovered from the Policyholder if they cannot be recovered from the Employee on whose behalf they were paid. Method of Administration

Participation Requirements

Notice of New Employees

Notice of Terminated Employees

# 64 Administration of the Policy

#### **Uniform Practices**

**Right of Verification** 

Clerical Error and

Misstatement

#### **Uniform Practices**

Options available to the Policyholder must be chosen and administered by the Policyholder on a uniform basis without prejudice to any Employee.

#### **Right of Verification**

Manulife Financial shall have the right to inspect, as often as may reasonably be required, those books and records of the Policyholder or any person or organization that may have a bearing on the insurance in force under this Policy. Manulife Financial may require any insured person to provide proof of age.

#### **Clerical Error and Misstatement**

A clerical error is a mistake in writing or copying data. A clerical error made by the Policyholder or Manulife Financial will not invalidate insurance otherwise in force, or continue insurance otherwise terminated under the terms of this Policy.

If an insured person's age has been misstated, his true age will be used to determine:

- a) the effective date or termination date of insurance;
- b) the amount of insurance; and
- c) any other rights or benefits under this Policy.

Manulife Financial will adjust the insurance in force where this is affected by a clerical error or a misstatement of age.

A premium adjustment which reflects the adjustment in insurance will be made on a subsequent premium due date.

Employee Contributions

#### **Employee Contributions**

Manulife Financial is not responsible for the collection of any employee contributions required for insurance under this Policy. However, the Policyholder may not require any contribution in respect of a person's insurance under any Benefit while the corresponding premium is being waived.

# **Booklets**

Manulife Financial will produce a booklet for each Employee insured under this Policy, unless Manulife Financial and the Policyholder have otherwise agreed. The booklet will set out the main features of insurance coverage and state to whom benefits are payable. These booklets will be distributed by the Policyholder to each insured Employee.

Possession of a booklet alone does not entitle an Employee to insurance under this Policy. This Policy must be in effect and the Employee must satisfy all the requirements of this Policy. The booklet is not a contract of insurance, nor does it create or confer any contractual or other rights. The provisions of this Policy will govern if they are in conflict with anything stated or implied in a booklet.

If an Employee receives a booklet from the Policyholder that has not been approved by Manulife Financial, and if any claim that would otherwise be limited or denied by the provisions of this Policy, is increased or paid as a result of information included in, or missing from such booklet, the Policyholder will be responsible for reimbursing Manulife Financial for the amount of such increase or payment plus expenses and administration costs.

# Naming a Beneficiary

The Employee may name a beneficiary, subject to governing law, while applying for group insurance under this Policy or by filing notice in accordance with instructions provided by Manulife Financial. An existing beneficiary may be changed by the Employee, subject to governing law, by filing notice in accordance with instructions provided by Manulife Financial. Once notice has been filed, it takes effect as of the date it was signed with respect to any payment made after the time it was filed.

Manulife Financial does not accept beneficiary designations for any benefits other than Employee Life Insurance and Accidental Death and Dismemberment.

**Booklets** 

Naming a Beneficiary

# 66 Payment of Premiums

Time of Payment	Time of Payment
	The initial premium is due on the Effective Date and subsequent premiums are due on the first day of every month thereafter. Premiums are payable by the Policyholder to Manulife Financial at Manulife Financial's Head Office for Canadian Operations or any of its Field Offices.
Amount of Premium	Amount of Premium
	The amount of premium payable by the Policyholder on each premium due date will be the aggregate of the amounts, including any retroactive premium adjustments, payable in respect of each person insured on that date.
Grace Period	Grace Period
	After the first premium is paid, 31 days of grace are allowed for the payment of any premium. If a premium is paid during the grace period, the insurance under this Policy continues in force. However, if the premium is not paid during this time, Manulife Financial reserves the right to:
	a) apply a service charge to all overdue premiums;
	<ul> <li>b) withhold payments for all claims incurred after the grace period until all monies due Manulife Financial are paid; and</li> </ul>
	c) automatically cancel this Policy at the end of the grace period.

# Payment of Premiums 67

Premium for Each Insured Person

# Premium for Each Insured Person

The amount payable in respect of any insured person shall be determined according to the benefits for which that person is insured and the premium rates then applicable to those benefits.

#### **Premium Rates**

Manulife Financial may set new rates:

- a) on any premium due date after the first Renewal Date, but not more than once in any policy year;
- b) upon amendment of this Policy at the Policyholder's request;
- c) upon amendment or termination of any other plan which provides benefits which are offset against benefits under this Policy;
- d) at any time after the passage of Provincial or Federal law or regulation which results in a change to:
  - i) the liability for provision of benefits under this Policy; or
  - ii) the taxability of premiums or benefits.
- e) for a Policy which covers Hospital, Medical, Drug or Dental expenses, at any time the benefits payable under the Policy are affected by a change in:
  - i) hospital room and board charges;
  - ii) provincial hospital, medical, Drug, or dental plans;
  - iii) the Compendium of Pharmaceuticals and Specialties;
  - iv) Provincial Dental Fee Guides.

# 68 Payment of Premiums

Premium Payment Deemed Acceptance

Premium

Adjustments

#### Premium Payment Deemed Acceptance

Payment towards the first premium due on or after the date on which an amendment or a premium rate change takes effect is deemed to constitute acceptance of the amendment or premium rate change and all written terms and conditions attached to such a change. All such terms and conditions are deemed to become a part of this Policy.

#### Premium Adjustments

A premium adjustment will be made for each of the following changes to the amount of insurance in force under this Policy:

- a) changes due to an amendment of the Policy;
- b) retroactive changes made to correct the effect of a clerical error or age misstatement;
- c) retroactive changes required due to the late reporting of the addition or termination of Employees; and
- d) any other changes that take effect more than one month prior to the next premium due date.

Retroactive adjustments which result in a credit to the Policyholder will be limited to the lesser of:

- a) 6 months; or
- b) the number of complete months since the last Renewal Date.

However, this will in no way affect the actual effective date of the termination or reduction in an Employee's coverage.

Premium Due on Termination of Policy

# Premium Due on Termination of Policy

The Policyholder shall remain liable for all premiums due and unpaid on the date this Policy terminates. If this date is not a premium due date, the last premium will be reduced to reflect the period between the date it was due and the date of termination.

# The Entire Contract

This Policy, the Policyholder's application, the individual Employee's applications, and any document which supports or alters the information or effect of any such applications constitute the entire contract. A copy of the Policyholder's application is included with this Policy.

On request from the Policyholder, Manulife Financial will provide the Policyholder with an electronic copy of the text in this Policy. The electronic copy is provided for information purposes only and does not create or confer any contractual rights or obligations. All rights and obligations of the Policyholder and Manulife Financial are governed by the paper version of this Policy. In the event of a discrepancy between the paper version and the electronic copy of the Policy, the paper version will govern. No alteration of the Policy is permitted by any person, except by an authorized representative of Manulife Financial.

# Amendments

No provision of this Policy may be waived, changed or modified unless this is done in writing and signed by an authorized representative of Manulife Financial.

# Termination of the Policy

The Policyholder may terminate this Policy by giving written notice to Manulife Financial. The Policy will terminate on the latest of:

- a) the date such notice is received at Manulife Financial's Head Office;
- b) the end of the period for which premiums have been paid; and
- c) the date specified by the Policyholder.

Manulife Financial may terminate this Policy or a benefit under this Policy if:

- a) the number of insured Employees, or
- b) the percentage of insured Employees,

is less than the minimum Participation Requirements specified in this Policy.

Manulife Financial may also terminate this Policy or any benefit under this Policy on any Policy Anniversary or Renewal Date by giving at least 31 days written notice to the Policyholder.

Manulife Financial has the right to terminate this Policy at the end of the Grace Period, if premium is not paid.

The Policyholder is responsible for informing Employees when this Policy terminates.

#### The Entire Contract

Amendments

Termination of the Policy

# 70 The Policy

Contesting the Policy	Contesting the Policy
	In the absence of fraud, the validity of this Policy will not be contested if it has been in force for two years from its issue date and all the premiums due in that time have been paid.
Contesting a Person's Insurance	
	Contesting a Person's Insurance
	In the absence of fraud, no statement made in respect of the insurability of a person may be used in contesting the validity of that person's insurance after such insurance has been in force for two years during the person's lifetime.
Assignment of Insurance	Assignment of Insurance
	The rights or interests of an Employee under this Policy are not assignable.
Non-Participation	Non-Participation
	This Policy will not share in any surplus distributed by Manulife Financial.
Gender	Gender
	In this Policy, unless the context requires otherwise, reference to the masculine gender will also include the feminine gender.
Currency of	
Payment	Currency of Payment
	All amounts payable under this Policy, to or by Manulife Financial, are payable in Canadian currency.
Conformity with the Law	Conformity with the Law
	If a provision of this Policy is contrary to any law to which it is subject, this provision will be deemed to conform to the minimum requirements of such law.

# Drug Benefit for Insured Persons who reside in Quebec

In accordance with the requirements of the prescription drug insurance legislation in Quebec, An Act Respecting Prescription Drug (R.S.Q. c., A-29-01) and the regulations enacted under this act (hereinafter collectively the "Legislation"), the drug benefit provided under the Policy to covered persons who reside in Quebec will be administered as outlined in this Addendum.

If a provision of the Policy or this Addendum is, in full or in part, contrary to the Legislation or any other law or regulation replacing it, that provision, or the part that is deemed to be contrary will be presumed to be amended to comply with the minimum requirements of the then applicable laws and regulations.

# **Covered Drug Expenses**

The following expenses are covered:

- a) drugs that are on the List of Insured Drugs that is published by the Régie de l'assurance-maladie du Québec (RAMQ List), provided such drugs are on the list at the time the expense is incurred; and
- b) drugs that are listed as a covered expense in the Policy but are not on the RAMQ List.

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# Coverage for drugs on the List of Insured Drugs that is published by the Régie de l'assurance-maladie du Québec (RAMQ List)

The following provisions apply only to the coverage of drugs that are on the RAMQ List. For all other covered drug expenses, the provisions stated in the Policy will apply.

#### a) Percentage Payable By Manulife Financial

Prior to the Annual Out-of-Pocket Maximum being reached, the percentage of covered expenses payable under the Policy will be:

- i) For any drugs on the RAMQ List which are not otherwise covered under the terms of the Policy, the percentage is as set out by the then applicable Legislation.
- ii) For any drug on the RAMQ List which is covered under the terms of the Policy, the percentage payable is the greater of:
  - the benefit percentage stated in the Policy, or
  - the percentage as set out by the then applicable Legislation.

After the Annual Out-of-Pocket Maximum has been reached, the percentage of covered expenses payable under the Policy will be 100%.

#### b) Annual Out-of-Pocket Maximum

The Annual Out-of-Pocket Maximum is the portion of covered drug expenses which must be paid by an insured person in a calendar year, before the percentage payable under the Policy will be 100%. Amounts that will be applied to the Annual Out-of-Pocket Maximum are:

- i) the deductible amounts, and
- ii) the portion of covered drug expenses that is payable by the insured person, when the benefit percentage under the Policy is less than 100%.

The Annual Out-of-Pocket Maximum for the Employee and his Spouse is as stipulated in the Legislation and includes those portions of covered drug expenses paid for dependent children.

For the purposes of calculating the Out-of-Pocket Maximum for the Employee and his Spouse, those portions of covered drug expenses paid for dependent children will be applied to the person who is closest to reaching the Annual Out-of-Pocket Maximum.

#### c) **Deductible**

Deductible amounts, if any, stated in the Policy will apply, up to the Annual Out-of-Pocket Maximum. Thereafter, the deductible will not apply.

#### d) Lifetime Maximums

Lifetime maximums, if any, stated in the Policy will not apply to Drugs on the RAMQ List. Drug coverage provided after the lifetime maximum amount stated in the Policy is reached is subject to the following conditions:

- i) only Drugs that are on the RAMQ List are covered, and
- ii) the percentage payable by Manulife Financial for covered expenses is the percentage as set out by the then applicable Legislation.

#### e) Eligible Dependent Children

Eligible Dependent children who are in full-time attendance at an accredited educational institution will be covered until the later of attainment of:

- i) the age specified in the Policy, and
- ii) age 26

Drug Coverage provided for Dependent Children after the age stated in the Policy is subject to the following conditions:

only Drugs that are on the RAMQ List are covered, and

the percentage payable by Manulife Financial for covered expenses is the percentage as set out by the then applicable Legislation.

#### f) Termination Age for covered Drug Expenses

Provided the person is otherwise eligible for the drug benefit under the Policy, the Termination Age, if any, specified in the Policy will not apply. Drug coverage provided after the Termination Age specified in the Policy is subject to the following conditions:

- i) only drugs that are on the RAMQ List are covered,
- ii) the percentage payable by Manulife Financial for covered expenses is the percentage as set out by the then applicable Legislation,
- iii) the Annual Out-of-Pocket Maximum is as stipulated in the then applicable Legislation, and
- iv) the premium required for the drug coverage is the premium for the Extended Health Care Benefit.

# g) Continuation of Coverage - Concerted Work Stoppages

In the event of a strike, lock-out or other concerted work stoppages, coverage will continue until the later of:

- i) the length of time, if any, specified in the Policy, and
- ii) 30 days

Premiums must be paid in order for coverage to be continued.

# Coverage for drugs that are listed as a covered expense in the Policy, but are not on the RAMQ List

With respect to drugs that are covered under the Policy but are not on the RAMQ List, all the provisions stated in the Policy will apply.

# Life Insurance conversion privilege for Insured Persons who reside in Quebec

In accordance with the Quebec Regulation under the Act respecting Insurance (S. 62,63,66), the Dependant, Minimum, Maximum and Death during Conversion Period provisions of the Life Insurance conversion privilege for Insured persons who reside in Quebec will be administered as outlined in this Addendum.

If a provision of the Policy or Addendum is, in full or in part, contrary to the Regulation or any other law or regulation replacing it, that provision, or the part that is deemed to be contrary will be presumed to be amended to comply with the minimum requirements of the applicable laws and regulations.

# Conversion of Dependent coverage

If the Employee's life Insurance under this Policy terminates and the Employee had coverage for a Dependant, the Employee will be eligible to continue all or part of the life insurance by converting to an Individual Policy subject to the same terms and conditions as the Employee.

# Minimum/Maximum Amount

For a Group Policy of a person residing in Quebec, the minimum amount of the life insurance that may be converted is:

- a) for Employees, \$10,000,
- b) for Employee's Spouse and/or Dependants \$5,000.

For a Group Policy of a person residing in Quebec, the maximum amount that may be converted is the lesser of:

- a) \$400,000:
- b) the amount of insurance that terminated less the amount of insurance under any replacing Group Policy within 31 days of the termination if any.

# **Death during Conversion Period**

If a person dies within 31 days of the date his Group Insurance terminates, on receipt of due proof, Manulife Financial will pay the amount of coverage under their terminated insurance. This will be done even if the person did not apply for an Individual Policy. If the person had applied for the Individual Policy, any premium paid will be refunded.

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