

Long Term Disability Insurance

December 2021

Introduction

This information booklet insert has been prepared to give you an informal summary of the main features of the long-term disability insurance program. This insert is not an insurance policy and does not grant or confer any contractual rights. All rights under this program shall be governed by the provisions of the master policy and by applicable law.

Eligibility

Regular full-time and part-time employees will automatically be enrolled in the benefit if eligible. Coverage commences on the later of the plan effective date or the first day of active employment.

Coverage for associated and grant paid employees is voluntary. Should employees wish to enrol in this coverage, the benefits authorization form is required to be completed within 31 days of the hire date. Evidence of insurability is required for associated and grant paid employees who wish to apply for coverage after the 31-day eligibility period.

Clinical faculty MDs hired effective November 2019 onwards will no longer be eligible for coverage and will not be enrolled in coverage upon hire. Clinical faculty MDs hired prior to November 2019 may opt out of coverage provided they sign a waiver of coverage form and provide proof of alternate coverage.

Benefits Payable

This tax-free benefit is equal to 60% of monthly earnings, subject to a monthly maximum benefit of \$6,000. The monthly benefit is subject to the 100% all source maximum described later in this insert.

The monthly benefit payable, after reductions of coverage have been applied, shall be increased annually beginning with January 1st next following the date benefits commence. The amount of this increase shall be based on the increases in the Consumer Price Index at January 1st, but shall not exceed 4%.

Qualifying Disability Period

The qualifying disability period commences when you first become totally disabled, provided your disability is continuous and you are under age 65.

Length of the qualifying disability period varies among employee class:

125 Working Days: NSGEU, CCS and DPMG

180 Calendar Days: DFA, Non DFA, Associated Employees and Senior Management

90 Working Days: Grant Paid Employees

If the disability is not continuous, the days you are disabled will be accumulated to satisfy the qualifying disability period provided:

- (a) they occur within 12 months of the date that disability commenced;
- (b) the disabilities arise from the same or related disease or injury.

Maximum Disability Period

- Employees hired prior to July 1, 1964; the September 1st coincident with or next following attainment of age 65.
- Employees hired after July 1, 1964; the July 1st coincident with or next following attainment of age 65.

Benefits will not be payable beyond the above dates, unless you complete the qualifying period after your 64th birthday but prior to your 65th birthday, the monthly income payments will continue beyond age 65 as long as you are totally disabled, subject to a maximum of 12 monthly payments. In no event shall benefits be payable after the employee's death, recovery, retirement, withdrawal of pension funds or attainment of age 66.

Definition of Disability

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing:

- Any combination of duties that regularly required at least 60% of your working day to complete, during the qualifying period and the 24 months immediately following the qualifying period. If illness or injury prevents you from performing a duty, it will also be considered to prevent you from performing other duties that are performed for the sole purpose of completing the duty in question and any duties that can only be performed after that duty is completed.
- The essential duties of any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, and which provides at least 70% of your pre-disability earnings and exists in the Province/Territory where the disability started or in your current Province/Territory of residence after the 24 months specified above.

The availability of work will not be considered by Manulife Financial when assessing your disability. If you must hold a government permit or license to perform the duties of your job, you will not be considered totally disabled solely because your permit or licence has been withdrawn or not renewed.

Recurrence of Disability

Should an employee become totally disabled again from the same or related causes as those for which long term disability benefits have been paid under this policy and such disability recurs within 6 months from the end of the period for which benefits were paid under this policy; Manulife Financial will waive the qualifying period.

All such recurrences will be considered a continuation of the same disability. The benefit payable will be based on the employee's earning as at the original date of disability.

If the same disability recurs more than 6 months after the end of the period for which benefits were paid, such disability will be considered a separate disability.

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

Rehabilitation Assistance

Once Manulife Financial determines that an employee is totally disabled, where appropriate and at Manulife Financial's discretion, the employee may be offered rehabilitation to assist with their return to gainful employment, either to their pre-disability occupation or to another occupation.

In partnership with the employee and Dalhousie University, Manulife Financial will provide the employee with a structured vocational plan that will prepare the employee for return to work.

Benefit Reduction

The amount of disability benefit payable lessens any amount of benefits the employee receives, or is entitled to receive, from the following sources for the same or related disability:

- Canada or Quebec Pension Plans, excluding dependent benefits
- Worker's compensation or similar coverage except for permanent partial disability awards payable for 12 months prior to a period of disability under this policy or benefits relative to another employer
- Employment income after statutory deductions from partial employment with the employer

The benefit amount payable will be further reduced so that the employee's total income from all sources does not exceed 100% of the employee's pre-disability net earnings.

All sources include those stated above and any benefit the employee is entitled to receive from:

- Any government motor vehicle automobile insurance plan or policy, unless prohibited by law
- Any retirement or pension plan, excluding benefits from retirement plans to which the employer has not contributed

- Any disability benefits related to any employment, excluding benefits that are prepayments of life insurance
- Earnings or payments from any employer, other than the policyholder, including severance payments and vacation pay, but excluding earnings payable for 12 months prior to the disability period under this policy
- 50% of earnings from a different and lesser paid occupation not related to the program of rehabilitation provided by Manulife Financial
- Self-employment
- Any government plan, excluding employment insurance benefits

Exclusions

Disability benefit payments will cease on the earliest of:

- The date the employee ceases to meet this benefit's definition of totally disabled
- 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:
 - Any combination of duties that regularly required at least 60% of the employee's working day to complete, during the qualifying period and the 24 months immediately following the qualifying period. If illness or injury prevents a person from performing a duty, it will also be considered to prevent the employee from performing other duties that are performed for the sole purpose of completing the duty in question and any duties that can only be performed after that duty is completed.
 - The essential duties of any occupation for which the employee is qualified, or may reasonably become qualified, by training, education or experience and which provides at least 70% of the employee's pre-disability earnings; and exists in the province/territory where the disability started or in the employee's current province/territory of residence, after the 24 months specified above.
- The date the employee does not attend a medical, psychiatric, psychological, educational and/or vocational examination or evaluation by an examiner selected by Manulife Financial
- The date on which the benefits have been paid up to the maximum benefit period
- The date the employee retires
- The date the employee dies

Disabilities Not Covered

No benefits are payable for any 12-month period in which the employee does not reside in Canada for at least 6 months. In addition, no benefits are payable for any disability directly or indirectly related to:

- The committing of or attempt to commit an assault or criminal offence
- Injuries sustained while operating a motor vehicle while under the influence of any intoxicant
- Abuse of addictive substances, including drugs and alcohol, unless the employee is actively participating and co-operating in an in-patient medical treatment program for substance abuse which has been approved by Manulife Financial
- The portion of the period of disability which the employee is imprisoned in a penal institution or confined to a hospital, or similar institution, as a result of criminal proceedings
- The portion of the period of disability during any leave of absence
- The portion of the period of disability which commences on or after the date a strike or lay-off begins.

Subrogation

Conditional monthly payments shall be made to an employee with a potential loss of income claim against a third party who caused or contributed to the disability. Any such payments are subject to Manulife Financial's subrogation right to reimbursement when the employee is indemnified through a judgement or settlement.

Policy Termination

Termination of the policy will not affect any claims incurred prior to termination, and benefits will continue for such claims as though the policy were still in force.

Termination of Coverage

Your insurance terminates in the event of:

- The date you cease to be an eligible employee
- The date you cease to be actively at work
- The date your employer terminates coverage
- The date you enter the armed forces of any country on a full-time basis
- The date the group policy terminates or coverage of the employee class to which you belong terminates
- The date you reach the termination age
- The date you retire
- The date of your death

How to Claim

When you have a claim, contact Dalhousie University's Accessible Employment team at accempl@dal.ca. Accessible Employment will provide you with the process and appropriate documentation.