





#### **GROUP INSURANCE FOR EMPLOYEES OF:**

## **MCMASTER UNIVERSITY**

The policy contains a provision removing or restricting the right of the group life insured to designate persons to whom or for whose benefit insurance money is to be payable.

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# **TABLE OF CONTENTS**

THIS IS AN IMPORTANT DOCUMENT	
BENEFIT SUMMARIES	2
Group Insurance Benefit Summary - General	2
Group Long Term Disability Benefit Summary	
GENERAL DEFINITIONS	6
GENERAL INFORMATION	10
Employee Eligibility	10
When Insurance Begins	
Absent When Insurance Would Normally Begin	
Late Entrants	
Changes In Insurance	
Evidence Of Insurability	
When Your Insurance Ends	
Continued Insurance	
Employment / Labour Standards Extension Of Insurance	
Return to Active employment After Insurance Ends	
Fraud	
Incontestability	13
Receiving And Releasing Data	14
Limitation Of Legal Action	14
Complaints	14
CLAIMS INFORMATION	15
Claims Adjudication	
Requesting A Claim Form	
Written Notice Of Claim	
Written Proof Of Claim	
Proof Of Continuing Disability	
Type Of Claim Information Required	
Proof Of Age	
Return To Work Notification	
We Reserve The Right To Deny Claim Payment	
Overpayment	
Additional Information Applicable to Plan Members who are Residents of Quebec	
• •	
GROUP LONG TERM DISABILITY (LTD) INSURANCE BENEFIT	
Benefit Specific Definitions	17
No LTD Beneficiary Designation Allowed	
Waiver Of Premium	
Completing The Elimination Period	
Payment Of LTD Benefits	
Third Party Claims	
Benefit Offsets	
When Payments Stop	
Recurrent Disability	
Medical Examinations And Claimant Interviews	
Pre-Existing Condition Limitation	
Continuity Of Coverage	
Survivor Benefit	
Worksite Ergonomic Service	
Work Life Assistance Program	28 29
LEGULU IVIEUR ALEXIEUS	/9

LTD Conversion Benefit	29
Cost Of Living Adjustment (COLA) Benefit	
Health Care Profession Benefit	
Spousal Disability Benefit	
General LTD Limitations And Exclusions	

# THIS IS AN IMPORTANT DOCUMENT AND SHOULD BE READ CAREFULLY AND KEPT IN A SAFE PLACE.

This booklet/certificate gives a brief outline of the plan for which a group policy was issued to the employer. This booklet/certificate does not create nor confer any rights. The exact terms of the benefit plan are described in the more detailed provisions of the group policy. In the event of a discrepancy between this booklet/certificate and the group policy, the terms of the group policy will govern.

The **employee's** coverage may be cancelled or changed in whole or in part under the terms and provisions of the policy.

RBC Life Insurance Company is the insurer of the coverage, unless otherwise specified. If there are any questions about any terms or provisions, please consult our claims paying office. We will assist the **employees** in any way to help them understand their benefits.

The **employer** has appointed a plan administrator who looks after the insurance under this plan. The administrator may arrange for items such as enrolment in the benefit plan, changes in insurance, termination from the benefit plan and any **beneficiary** designations, as applicable.

The policy may contain a provision removing or restricting the right of the group life insured to designate persons to whom or for whose benefit insurance money is to be payable.

#### **BENEFIT SUMMARIES**

#### **GROUP INSURANCE BENEFIT SUMMARY - GENERAL**

The following is only a summary of the insurance provided under this policy and must be read in context with the rest of the provisions, terms and conditions of the policy.

Insurance Under the Policy:

**Insurance Benefit** 

Long Term Disability (LTD)

Description of All Eligible Class(es) of Employees:

3. All Eligible Physicians earning less than \$90,000 per year

Eligibility
Requirements
Under the Policy:

An **employee** must:

- Be a resident in Canada;
- Hold current and valid provincial or territorial health care plan coverage in the province or territory where they reside or a health insurance policy from an insurer that provides for emergency medical coverage in the event of an injury or sickness;
- Be a permanent or contractual full-time employee;
- For contractual employees, must be working solely for the employer;
- Be in active employment in Canada with the employer for at least 20 hours per week each week;
- Have completed a written enrollment card for this group insurance (if applicable or by providing appropriate enrollment information); and
- Be in an Eligible Class of employees insured.

In addition to the above items, the **employee** must complete the **waiting period**.

Waiting Period Under the Policy:

For an eligible **employee** in **active employment** on or before the **Effective Date**: Nil days of continuous **active employment**.

For an eligible **employee** in **active employment** after the **Effective Date**: Nil days of continuous **active employment**.

#### **GROUP LONG TERM DISABILITY (LTD) BENEFIT SUMMARY**

Eligible Class(es):

3. All Eligible Physicians earning less than \$90,000 per year

Definition of Disability:

Partial **Disability** 

Monthly Payment Calculation:

- 1. Multiply the **employee's post tax monthly earnings** by 85% and then round to the next higher \$1.00, if not already a multiple of \$1.00 and subtract \$2,000.
- 2. The maximum monthly amount is \$10,000.
- 3. Compare the answer from Item 1 with the maximum monthly amount. The lesser amount is the **employee's gross monthly benefit**.
- 4. Subtract 100% of direct **benefit offsets** from the answer from Item 1.
- 5. Add the employee's post-tax monthly earnings and the employee's post-tax other monthly employment income and multiply by 85%.
- 6. Subtract 100% of direct and indirect **benefit offsets** from the answer from Item 5.

The **monthly payment** is the least of Items 3, 4 or 6; however, the **monthly payment** will not be less than the minimum monthly benefit.

The employee's monthly payment as determined above will be further reduced by the amount by which the employee's monthly payment plus any disability benefits payable to the employee under a group insurance plan sponsored by a professional association exceeds 100% of the sum of the employee's post-tax monthly earnings and the employee's post tax other employment income.

The **employee's monthly payment** may be reduced by **disability earnings**.

Some disabilities may not be covered or may have limited insurance under this policy.

Minimum Monthly

Benefit:

\$100 per month

No-Evidence Maximum:

\$10,000

If an employee's gross monthly benefit increases because of an increase to the no-evidence maximum, the increase to the employee's gross monthly benefit may be limited by the Pre-Existing Condition Limitation.

Elimination Period: 180 calendar days

Regular Occupation

Period: To age 65

**Maximum Period of** 

Payment: Age at Disability Maximum Period of Payment

Less than age 65 To age 65, but not less than 1 year

No premium payments are required for the  $\mbox{\it employee's}$  insurance while he is

receiving LTD payments under this policy.

Daily Rate Of Benefit

Calculation:

1/30th

Other Standard

Features:

NOTE: Please refer to the specific benefit provisions for exact details. As described in the benefit provision, benefits provided under this policy

include the following based on eligibility:

Other Standard Features: Included / Maximum:

Continuity of Coverage: Yes

Pre-Existing Conditions: 3/12

Survivor Benefit: Yes – 3 months

Worksite Ergonomic Service: Yes - refer to specific benefit

provisions for exact details.

Work Life Assistance Program Yes

**Teladoc Medical Experts:** Yes

**Employer Selected** 

Benefits:

NOTE: Please refer to the specific benefit provisions for exact details. As described in the benefit provision, benefits provided under this policy

include the following based on eligibility:

**Employer Selected Benefits:** Included / Maximum:

Conversion Benefit: Yes

Cost of Living Benefit: 3%

**Health Care Profession Benefit:** Yes

Spousal Disability (SD) Benefit: Spouse insured (when the

employee becomes insured under the LTD benefit shown above) for disability occurring while insured causing loss of at least 2 activities

of daily living or cognitive

impairment.

Spouse does not have to be employed outside the home.

SD Conversion: No Conversion Benefit available

under this benefit.

SD Amount: \$1,000 per month to a lifetime

maximum period of payment of 2

years

SD Increases: Any increases in insurance will be

> subject to a pre-existing conditions limitation.

**SD Elimination Period:** 60 consecutive calendar days

**SD Pre-Existing Conditions:** 6/6

SD Benefits Cease: On the earliest of:

> • the date the **spouse** is no longer disabled;

• the end of the maximum period of payment as shown above under SD Amount; or

• the date the **spouse** dies.

LTD Taxability: The **employer** has established this Group Long Term Disability plan with the

> express intention and understanding that the monthly payment is to be a nontaxable benefit to the employee in accordance with the Income Tax Act, as

amended from time to time.

**Cost Contribution:** The **employee** pays the full cost of the insurance.

Termination of

Coverage: The earlier of the date the **employee** retires or turns 65.

#### **GENERAL DEFINITIONS**

The following definitions are used throughout the entire policy. Definitions that are specific to a particular benefit are listed in that benefit section.

NOTE: In this booklet reference to the masculine gender will be deemed to include all gender identities, as well as any individual(s) that do not fully or partially identify with a particular gender.

#### Active employment means vou are:

- working for your employer on a permanent or on a contractual employee full-time basis in Canada for earnings that are paid regularly;
- performing the material and substantial duties of your regular occupation; and
- working for at least the minimum number of hours per week each and every week\* shown in the Group Insurance Benefit Summary – General; and
- for **contractual employees**, working solely for the **employer**.

\*If the minimum number of hours worked is other than <u>each and every week</u>, **we** must be informed by **your employer** prior to the policy coming into effect. Otherwise **we** reserve the right to deny insurance to **employees** working on such a non-standard basis.

Normal vacation is considered **active employment**.

#### Your work site must be:

- your employer's usual place of business in Canada;
- an alternative work site in Canada at the direction of **your employer**, including **your** home in Canada; or
- a location to which your job requires you to temporarily travel and perform the material and substantial duties
  of your regular occupation.

**Child or children** means, if insured under this policy, a **resident** who is **yours** or **your spouse's** own natural offspring, lawfully adopted **child**, step**child**, or other **child** who is dependent on **you** for financial support.

#### A child must be:

- at least age 21 but not yet attained age 26 and be attending an accredited educational institution, college or university recognized by the Canada Revenue Agency on a full-time basis. Satisfactory proof of full-time student attendance must be submitted to us; and
- not married or in any other formal union recognized by law; and
- dependent on **you** for financial support.

A **child** 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 the policy.

A **child** is considered incapacitated if he is incapable of supporting himself or engaging in any substantially gainful activity, and is dependent on **you** for financial support, maintenance and care, within the terms of the Income Tax Act, due to a mental or physical disability.

We may require written proof of the child's condition as often as may reasonably be necessary.

**Claimant** means you or a **beneficiary** who has submitted a claim for benefits under the policy to **us**. Claimant will also include the legal representative of an **insured** who is incapacitated, incompetent or a minor.

Where allowed by law, the term will mean any person who submitted a claim for benefits under the policy to us.

Compassionate care leave of absence means a period of absence allowed by federal or provincial law for you to care for a family member (as defined in the law) who has a serious medical condition which has significant risk of death.

**Contractual Employee** means a person hired by the **employer** for certain specified work for a specific or open ended period of time. Contractual employees must work at least the minimum number of hours per week, each and every week as shown in the GROUP INSURANCE BENEFIT SUMMARY – GENERAL and must do so consistently week over week for the duration of their contract. Contractual employees are not considered permanent employees of the **employer**. Casual employees whose work is scheduled only on an as needed basis are not considered contractual employees under this definition. Seasonal employees who work only during specified months out of the year are also not considered to be contractual employees under this definition.

**Crime** includes any actions which would be an offence under the Criminal Code or the Controlled Drugs and Substances Act, whether or not the actions occurred in Canada.

Dependent means a resident who is your spouse and a resident who is yours and/or your spouse's child.

Any **child** who is an **employee** is not a **dependent**.

**Employee** means a person who is:

- in active employment in Canada with the employer; and
- domiciled in Canada and who is legally entitled to work for wages in Canada; and
- insured under a Canadian provincial or territorial health care plan (including any extension) of their province/territory of residence or insured under a health insurance policy that provides for emergency medical coverage in the event of injury or sickness.

An **employee** is also deemed to include a partner, sole proprietor or a teacher, if insured under this policy.

Casual Temporary and seasonal workers are excluded from insurance. No coverage will be extended to a person who is not an **employee** unless an exception is applied for and approved in writing by the Company.

**Employer** means the **policyholder**, and includes any division, subsidiary or affiliated company named in the Group Insurance Benefit Summary - General.

**Evidence of insurability** means a statement of a person's medical history which **we** will use to determine if the person is approved for insurance. In addition to the information the person supplies on the application or other required documentation, **we** may require other proof of the person's medical history which includes but is not limited to test results, medical examinations, and **physician** statements. **We** may also require that an insurability assessment be performed. **Evidence of insurability** must be provided at the person's own expense.

**Full-time** means a normal work schedule of at least the minimum number of hours per week each week as shown in the Group Insurance Benefit Summary - General for 52 weeks per year including paid vacation.

**Grace period** means the 31 days following the **Premium Due Date** during which premium and any applicable tax payment may be made. Insurance will continue in force during the **grace period**. If the full premium and tax due is not paid within the **grace period**, the policy will terminate for non-payment of premium at the end of the 31 days. The full premium and tax for the **grace period** will nevertheless be due and payable.

**Hospital or institution** means an accredited facility licenced to provide care and treatment for the condition causing the **disability**, loss, injury or sickness.

**Insured** means **you** who are insured under the policy.

Late entrant means a person (including you) for whom you:

- apply for insurance after the person has been eligible for more than 61 days; or
- re-apply for insurance after that person's insurance had earlier been cancelled.

**Layoff** or **leave of absence** means **you** are, for non-medical reasons, temporarily absent from **active employment** for a period of time that has been agreed to in advance in writing by **your employer**.

Your normal vacation time, statutory leave or any period of disability is not considered a temporary layoff or leave of absence.

**Legislation**, plan or act means the original enactments of the legislation, plan or act and all amendments.

Maximum benefit means the maximum amount payable under the policy for a valid claim for a particular benefit.

**Payable claim** means a valid claim for which **we** are liable under the terms of the policy. The actual submission of a claim for benefits does not, in itself, constitute a **payable claim** under the policy. Each claim for benefits is adjudicated on an individual basis.

#### Physician means:

- a person who is licenced to practice medicine, to prescribe and administer drugs or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients.

The **physician** must be performing tasks that are within the limits of his medical licence. **We** will not recognize **you** or **your spouse**, **child**, parent or sibling as a **physician** for a claim that the **insured** submits to **us**.

**Policyholder** means the **employer** or legal entity to whom the policy is issued.

#### Pregnancy leave of absence or parental leave of absence means:

- a period of time no longer than federally or provincially required that is agreed to between you and your employer prior to the actual absence or as defined by your employer's pregnancy leave of absence policy and/or parental leave of absence policy;
- any period of formal pregnancy and/or parental leave you are entitled to under federal or provincial legislation governing your employer; or
- any period during which you receive pregnancy leave benefits, parental leave benefits, and pregnancy-related sickness benefits, or any combination of these benefits under the Employment Insurance Act or the Quebec Parental Insurance Plan.

For the purposes of **parental leave of absence**, a parent includes natural and adoptive parents, as well as the person in a relationship of some permanence with a natural or adoptive parent of the **child** who intends to treat the **child** as his own.

**Provincial or territorial health care plan** means the body of provincially/territorially enacted laws, as amended from time to time, governing provincial or territorial health insurance plans which provide health insurance to residents of Canada.

#### **Resident** means a person who:

- is legally entitled to be or to remain in Canada;
- makes their home in, and is ordinarily present in, a province or territory of Canada; (a foreign employee who is living and working in Canada for the employer and the foreign employee's spouse and any other dependents who are also living in Canada will be considered to have met the provisions in this clause); and
- satisfies the requirements for Canadian provincial or territorial health care plan coverage or insured under a
  health insurance policy that provides for emergency medical coverage in the event of injury or sickness.

**Sabbatical** means a temporary leave of absence from active employment for a period of time (for furthering education or conducting research) that has been agreed to in advance in writing by your **employer**.

#### **Spouse** means a **resident** and:

- is legally married to **you**; or
- if you are not married, is a person whom you have publicly represented as your spouse and with whom you have resided continuously for at least 12 months in a conjugal-like relationship, civil union, adult interdependent relationship, or any other formal union defined and recognized by law and who is:
  - at least 18 years of age or of legal age to marry;
  - competent to contract; and
  - not related by blood closer than would legally bar marriage.

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 his application, the person who qualifies last under this policy's definition of **spouse** will be the eligible **spouse**.

Statutory Leave means any specified period of leave during which you are entitled to be absent from work in accordance with federal or provincial legislation, and it includes compassionate care leave of absence and pregnancy leave of absence or parental leave of absence.

**Waiting period** means the continuous period of time that **you** must be in **active employment** in an Eligible Class before **you** are eligible for insurance under the policy.

We, us, our or the Company means RBC Life Insurance Company.

You and your means a person who is eligible for RBC Insurance coverage.

#### GENERAL INFORMATION

#### **Employee Eligibility**

**You** are eligible for insurance under the policy if **you**:

- are a member of an ELIGIBLE CLASS OF EMPLOYEES defined in the GROUP INSURANCE BENEFIT SUMMARY -GENERAL:
- have completed the applicable Walting Period Under the Policy specified in the Group Insurance Benefit Summary - General:
- meet all other eligibility requirements as outlined in the GROUP INSURANCE BENEFIT SUMMARY GENERAL; and
- meet any eligibility requirements outlined in this section.

**You** must request insurance in writing by supplying the required enrolment information, such as but not limited to, **employee** census data or an enrolment card (if applicable) to **us**.

**Employees** of any corporation or other business formally associated or affiliated with the **employer** as a subsidiary or otherwise are eligible for insurance, provided that such an organization is on record with **us** as being eligible for insurance under the policy.

#### When Insurance Begins

Your insurance (subject to premium payment) begins at 12:01 a.m. on the latest of:

- the date **you** become eligible for the insurance, if **you** applied for insurance on or before that date;
- the date we receive enrolment/application information for your insurance; or
- the date we approve your evidence of insurability, if required.

#### Absent When Insurance Would Normally Begin: Leave of Absence, Temporary Layoff, Strike, Lockout

If, on the date insurance would normally begin, you are absent from active employment due to leave of absence, temporary layoff or lawful strike or lockout, and you return to active employment within 6 months of the date insurance would normally begin, your insurance will begin on the date you return to active employment. However, if you return to active employment more than 6 months after your insurance would normally begin, your insurance will begin after you have again been in active employment for a period equal to your WAITING PERIOD UNDER THE POLICY.

If you are on a sabbatical leave of absence, and if premium is paid, you will be covered for up to 12 months following the date your sabbatical leave of absence begins.

## Absent When Insurance Would Normally Begin: Statutory Leave

If, on the date insurance would normally begin, **you** are absent from **active employment** due to **statutory leave**, **your** insurance will still begin if **you** have decided to maintain insurance and if premiums are paid during **your statutory leave**. **You** may maintain insurance until 61 days after the date that **your statutory leave** ended. If **you** do not return to **active employment** within 61 days after the date that **your statutory leave** ended, **your** insurance will end.

However, if you have decided not to maintain insurance during your statutory leave, your insurance will begin on the date you return to active employment, provided that you return to active employment within 61 days of the date that your statutory leave ended.

## Absent When Insurance Would Normally Begin: Sickness or Injury

If, on the date insurance would normally begin, **you** are absent from **active employment** due to **sickness** or **injury**, then **you** may be enrolled for Group Long Term Disability Insurance, subject to the Continuity of Coverage provision.

If your insurance is subject to evidence of insurability, you will be deemed to be a late entrant if we approve any evidence of insurability previously submitted by you but you do not return to active employment within the time required by our guidelines in effect on the date we approved the evidence of insurability. In such event, we reserve the right to require you to resubmit current evidence of insurability.

## **Late Entrants**

We reserve the right to deem you a late entrant if you were absent from active employment on the date your coverage would normally begin as specified in the sections above.

All premiums and applicable tax payments are due and payable as of **your** effective date of insurance.

#### **Changes in Insurance**

Changes in the amount of insurance or benefits may occur as the result of an employment status change, the addition of a benefit or a change to a benefit. Any resulting changes take effect on the date of the change in status or benefits.

The following exceptions apply if the result of the change is an increase in insurance:

- if evidence of insurability is required, the increase cannot take effect before we approve the evidence of insurability; and/or
- if you are not in active employment when the change occurs or when we approve the evidence of insurability, the increase will not take effect until you return to active employment.

If you are not in active employment due to injury, sickness, temporary layoff or leave of absence, or lawful strike or lockout, any increased or additional insurance will take effect the later of:

- the date you return to active employment; or
- the date we approve your evidence of insurability form, if evidence of insurability is required.

Any decrease in insurance will take effect immediately but will not affect a **payable claim** that occurs prior to the decrease.

#### **Evidence Of Insurability**

We require evidence of insurability when you:

- are a late entrant;
- are eligible and apply for insurance or an increase in insurance above any no-evidence maximum;
- voluntarily cancelled insurance and are re-applying for insurance; or
- were previously eligible for insurance but waived coverage under the policy but is now applying for the insurance.

#### When Your Insurance Ends

Your insurance ends on the earliest of the following dates:

- the date your active employment ends;
- the date **vou** are no longer in **active employment** except as set out in the continued insurance provisions for:
  - Leave of Absence, Temporary Layoff, Strike or Lockout;
  - Statutory Leave:
  - Sickness or Injury;

- the date you are no longer in an Eligible Class;
- the date you no longer meet the eligibility requirements as specified in the Group Insurance Benefit Summary -General;
- the end of the period for which premiums have been paid to us for your insurance; or
- the date the policy ends.

However, the ending of **your** insurance will not prevent a **payable claim** for:

- your death or other loss that is caused by an accident that occurred before the end of your insurance; or
- your disability that commenced before the end of your insurance.

Any benefit may end on an earlier or later date as specified in the applicable Benefit Summary.

## Continued Insurance - Leave of Absence, Temporary Layoff, Strike or Lockout

Once your insurance begins, if you cease to be in active employment due to a leave of absence, temporary layoff, strike or lockout, your Group Short Term Disability Insurance (if provided under this policy) and Group Long Term Disability Insurance (if provided under this policy) may be continued on a premium paying basis for up to 90 days after your leave of absence, temporary layoff, strike or lockout begins, and your other insurance may be continued on a premium paying basis for up to 180 days after your leave of absence, temporary layoff, strike or lockout begins.

## **Continued Insurance** – Statutory Leave

Once your insurance begins, if you cease to be in active employment due to a statutory leave, you may continue all insurance on a premium paying basis for the duration of the statutory leave. If you do not continue your insurance on a premium paying basis, your insurance will end.

If your insurance ends because you do not continue your insurance on a premium paying basis during your statutory leave, your insurance may begin again on the date you return to active employment if you return to active employment within 61 days of the date that your statutory leave ended. Your previous service while in an ELIGIBLE CLASS will be credited toward the Pre-Existing Condition Limitation. If you return to active employment more than 61 days after the date that your statutory leave ended, you will be treated as a new employee and will be subject to all requirements applicable to new employees.

If you have continued insurance on a premium paying basis during your statutory leave, you must return to active employment within 61 days of the date that your statutory leave ended in order for insurance to continue. If you do not return to active employment within 61 days of the date that your statutory leave ended, your insurance will end.

#### Continued Insurance - Sickness or Injury

Once insurance begins, if **you** cease to be in **active employment** due to sickness or injury, the following provisions will apply to **your** insurance:

**Your** Long Term Disability Insurance may be continued on a premium paying basis for a period of time that is equal to the length of the **elimination period** for **your** Long Term Disability Insurance.

If you become disabled after the date your Long Term Disability Insurance end, no benefits will be payable. We will refund any premiums that were paid for your Group Long Term Disability Insurance after the date your insurance ended.

If **you** submit a claim under **your** Long Term Disability Insurance and **we** approve **your** claim, **your** Long Term Disability Insurance will be continued as described in the Waiver of Premium provision.

A type of insurance may be continued only if that type of insurance is identified in the BENEFIT SUMMARY

#### **Employment / Labour Standards Extension of Insurance**

All of your insurance under the policy will terminate when your employment terminates. However, if your employer has terminated your employment and your employer is required to extend insurance coverage or benefits to you during a termination notice period prescribed by any federal or provincial employment or labour standards legislation, the insurance under the policy may be extended for such period. In order to extend insurance under the policy beyond such period, your employer must request the continuation of insurance in writing and advise us of the date to which the insurance must be continued and continue to remit the required premium. Your insurance will not extend beyond the date that the policy terminates.

#### **Return to Active Employment after Insurance Ends**

If your insurance ends and you return to active employment, your insurance may begin again on the date you return to active employment if:

- you return to active employment within 180 days after the date your active employment ended; and
- you had already completed your Waiting Period Under the Policy before the date your active employment ended.

**Your** previous **active employment** while in an Eligible Class will be credited toward the Pre-Existing Condition Limitation (if any). All other policy provisions will apply.

The amounts of your insurance will be determined by your earnings and Eligible Class at the time that your insurance begins again. If your earnings at the time your insurance begins again are lower than your earnings were at the time your insurance ended, the amounts of your insurance coverage will relate to your lower earnings. However, if your earnings at the time your insurance begins again are greater than your earnings were at the time your insurance ended, the amounts of your insurance coverage may be subject to evidence of insurability, if we require it.

If your insurance ends and you return to active employment, you will be treated as a new employee and will be subject to all requirements applicable to new employees if:

- you return to active employment more than 180 days after the date your active employment ended; or
- you had not completed your Waiting Period Under the Policy before the date your active employment ended.

If your insurance ends because you do not continue your insurance during a **statutory leave**, the provisions regarding continued insurance during a **statutory leave** will apply instead of this section.

#### Fraud

The Company will deny all fraudulent claims. The Company also reserves the right to deny coverage to any **employee** who presents a fraudulent claim. **We** will pursue appropriate legal remedies in the event of fraud.

## **Incontestability:**

Any person required to provide **evidence of insurability** shall disclose, within the **evidence of insurability**, every known fact that is material to the insurance applied for. If such person misrepresents or fails to disclose any such fact, the insurance in respect of such person will be voidable by **us**. However, where the insurance in respect of such person has been in effect continuously for two years, such insurance will not, except in the case of fraud, be voidable by **us** on the basis of the misrepresentation or failure to disclose.

Except for fraud, no statements made by **your employer** or by **you** at the time of the application for the policy will be used in defence of a claim under the policy unless it is contained in a written application or any other written documentation to secure insurance.

## Receiving and Releasing Data:

**We** will comply with all relevant legislation protecting personal information. Any person claiming benefits under the policy must give **us** all necessary information and authorization needed for underwriting, administering and paying claims.

Where allowed by law, on written request, **we** will provide **you** (or a **claimant** - to the extent that information is relevant to a claim or denial of a claim) with a copy of **your** application for insurance and any record or written document that **you** provided under the group policy as **evidence of insurability**. A reasonable fee will be charged for each copy after the first if more than one copy of each document is requested.

Where allowed by law, on written request and with reasonable notice, **we** will provide **you** (or to a **claimant** as specified above) with, or allow to be examined, a copy of the group policy. A reasonable fee will be charged for each copy after the first if more than one copy of the group policy is requested.

You or a claimant will not be provided with any information contained in any document about any individual (other than yourself or the claimant) insured under the group policy.

## **Limitation of Legal Action:**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in:

- the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia);
- the Insurance Act (for actions or proceedings governed by the laws of Manitoba):
- the *Limitations Act.* 2002 (for actions or proceedings governed by the laws of Ontario):
- the Quebec civil Code (for actions or proceedings governed by the laws of Quebec);
- other applicable legislation; or
- the time period set out below, whichever is later.

A legal action for money payable in the event of a person's death may not be commenced against **us** after the later of

- 1. 2 years after proof of claim has been provided; or
- 2. 6 years after the date of the death.

A legal action for payments under the Long Term Disability provisions, if such benefits are insured under the policy, may not be commenced against **us** 

- 1. more than 2 years after the date that the first payment became due, if **we** made no payments; or
- 2. more than 2 years after the date the next payment would have become due, if **we** began making payments and then stopped.

## **Complaints:**

The complete process to file a complaint with RBC Life Insurance Company can be accessed on the RBC Life Insurance Company public website at <a href="https://www.rbcinsurance.com">https://www.rbcinsurance.com</a> under "Make a Complaint."

#### **CLAIMS INFORMATION**

We encourage you or your beneficiary (if applicable) to notify us of any claim as soon as possible, so that a claim decision can be made in a timely manner.

## Claims Adjudication:

**RBC Life Insurance Company** will adjudicate all claims for benefits under the LTD policy.

#### **Requesting A Claim Form:**

The claim form is available from **your employer**, or the **claimant** can request a claim form from **us**. If the **claimant** does not receive the claim form from **us** within 15 days of his request, he should send **us** written proof of claim without waiting for the form.

## Written Notice Of Claim:

Written notice of a Long Term Disability claim should be sent to **us** within 30 days after the date the **disability** begins.

## Written Proof Of Claim:

For a Long Term Disability claim **you** must send **us** written proof of claim no later than 90 days after the date the **disability** begins. If it is not possible to give proof of claim within 90 days, it must be given no later than 1 year after the **disability** begins, except in the absence of legal capacity.

#### **Cost Of Proof Of Claim:**

Costs incurred for proof of claim will be at **your** own expense.

#### **Proof Of Continuing Disability:**

Under a Long Term Disability claim **we** may request that **you** send proof of continuing **disability** and proof that **you** are under **appropriate care**. This proof must be received within 30 days of a request by **us**.

#### **Additional Information:**

We may require the **claimant** to provide appropriate consent to obtain additional medical information and to provide non-medical information as part of the **claimant's** proof of claim or proof of continuing **disability**.

If the appropriate information is not submitted, **we** may not be able to properly adjudicate the claim and may deny the claim or stop sending payments.

## **Type Of Claim Information Required:**

Depending on the type of claim being submitted, the type of information that **we** will require from the **claimant** may include, but is not limited to:

- proof the claimant is or was under appropriate care;
- appropriate documentation of earnings;
- appropriate documentation of the covered charge actually being incurred by an insured;
- the cause of disability or death;
- the date of disability, death, or covered charge incurred;
- proof of death:
- the extent of **disability** including restrictions and limitations; and
- the name and address of any **hospital** or institution where treatment is received, including the names of all attending **physicians**.

## **Proof Of Age:**

We may require proof of age for each insured.

If the appropriate information is not submitted, **we** may not be able to properly adjudicate the claim and may deny the claim or stop sending payments.

If an incorrect age is given, we may adjust benefits and premiums based on the true age.

#### **Return To Work Notification:**

Under a Long Term Disability claim you must immediately notify us when you return to work in any capacity.

#### We Reserve The Right To Deny Claim Payment:

We reserve the further right to deny any claim if premiums were not paid in respect of the claimant.

#### **Overpayment Of A Claim**

We have the right to recover any overpayments due to issues such as, but not limited to:

- fraud;
- negligence on the part of your employer or claimant or any agent thereof;
- any error we make in processing a claim;
- your receipt of benefit offsets; and
- any claim paid during the grace period and the policy or benefit subsequently terminates for non-payment of premium.

The **claimant** must reimburse **us** in full. **We** will determine the method by which the repayment is to be made. **We** may reduce or suspend payments which would otherwise be made to the **claimant** in order to recover the overpayment.

**We** will not recover more money than the amount paid to the **claimant**.

#### Additional Information Applicable to Plan Members who are Residents of Quebec

#### For claims related to:

Long Term Disability Survivor Benefit, any benefit that is payable will be made by the Company within 60 days after receipt of the required proof of loss.

## GROUP LONG TERM DISABILITY (LTD) INSURANCE BENEFIT

If you become disabled while insured, and remain continuously disabled through the elimination period, we will commence and continue to make monthly payments as indicated in Payment Of LTD Benefits.

#### **Benefit Specific Definitions**

The following definitions are applicable to this benefit in addition to certain definitions under the GENERAL DEFINITIONS section of this booklet.

## Activities of daily living means, with respect to the Spouse Disability Benefit:

- Bathing the ability to wash one's self either in the tub or shower or by sponge bath with or without equipment or adaptive devices;
- Dressing the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn:
- Toileting the ability to get to, from, and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing;
- Transferring the ability to move in and out of a chair or bed with or without equipment such as but not limited to, canes, quad-canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices:
- Eating the ability to get nourishment into the body; and
- Continence the ability to either:
  - voluntarily control bowel and bladder function; or
  - if incontinent, be able to maintain a reasonable level of personal hygiene.

#### Appropriate care means:

- you personally visit a physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving and complying with the most appropriate treatment and care, which conforms with generally accepted medical standards, for your disabling condition(s) by a physician whose specialty and experience is the most appropriate for the disabling condition(s) according to generally accepted medical standards.

Appropriate care must not be limited solely to examinations or testing. Where, according to generally accepted medical standards, the appropriate form of treatment for your disabling condition(s) is surgery, hospitalization, inpatient treatment, hospital day treatment, or individual or group addiction support therapy, you must comply with such form of treatment.

**Benefit offsets** mean benefits or payments from the sources listed as Benefit Offsets in the policy. As indicated in the Monthly Payment Calculation in the Group Long Term Disability (LTD) Benefit Summary, **we** will subtract these other benefits or payments in order to determine **your monthly payment**.

Cognitively impaired means, with respect to the Spouse Disability Benefit, that the insured has suffered a deterioration or loss in his intellectual capacity which requires another person's assistance or verbal cueing to protect himself or others as measured by clinical evidence and standardized tests which reliably measure the insured's impairment in the following areas:

- short or long term memory;
- orientation as to person (such as but not limited to who the insured is), place (such as but not limited to the insured's location), and time (such as but not limited to current day, date and year); or
- deductive or abstract reasoning.

#### (Partial Disability)

Disability and disabled means you:

- are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury;
- have a 20% or more loss in your indexed monthly earnings due to the same sickness or injury; and
- during the elimination period, you are unable to perform any of the material and substantial duties of your regular occupation.

You must be under appropriate care in order to be considered disabled. Your disability must commence while you are insured under the policy.

The unavailability of employment in an occupation does not, in itself, constitute **disability**.

The loss of a professional or occupational licence or certification does not, in itself, constitute disability.

**Disability earnings** means the earnings which **you** receive while **you** are **disabled** and working, plus the earnings **you** could receive if **you** were working to **your maximum capacity**.

**Eligible survivor** in order of entitlement means:

- 1. **your** current **spouse**, if living; or
- 2. **your** former **spouse**, if living, where long term disability benefits under **your** group insurance plan are subject to a separation agreement or a judicial order that is still in effect;
- 3. **your child**ren who are under age 26 at the time the Survivor Benefit is payable.

If more than one person meets the definition of **eligible survivor**, **we** will pay only one benefit, which will be paid in equal shares to the persons meeting the definition.

If any eligible survivor is a minor and there is no other person capable of giving proper discharge, **we** reserve the right to pay the survivor benefit to the relevant provincial trustee for the benefit of the minor or to a legal representative of the minor eligible survivor living in another jurisdiction. If **we** pay benefits in good faith to such person or trustee, **we** will be fully discharged to the extent of the payment.

**Elimination period** means a period of continuous **disability** which must be completed before **you** are eligible to receive benefits from **us**.

If you are temporarily outside of Canada and the United States of America when you become disabled, your elimination period will begin and continue to accrue, however benefits (if any) will not become payable until you return to Canada and have provided proof satisfactory to us.

**Gross monthly benefit** means the monthly amount as determined by the Monthly Payment Calculation in the Group Long Term Disability (LTD) Benefit Summary, before **benefit offsets** are subtracted. This is the amount against which premiums for **you** are calculated.

Indexed monthly earnings means your monthly earnings adjusted after each 12-month period of monthly payments. Your monthly earnings will be adjusted by the lesser of 10% or the current percentage change in the Consumer Price Index (CPI). The annual percentage change in the CPI will be determined using the calendar month that is 3 months before the calendar month in which the adjustment date occurs. Your indexed monthly earnings may increase or remain the same, but will never decrease. The resulting adjustment to your monthly earnings will be used until the next adjustment date.

The CPI is published by Statistics Canada. **We** reserve the right to use some other similar measurement if the Government of Canada changes or stops publishing the CPI.

Indexed post-tax monthly earnings means your post-tax monthly earnings adjusted after each 12-month period of monthly payments. Your post-tax monthly earnings will be adjusted by the lesser of 10% or the current percentage change in the Consumer Price Index (CPI). The annual percentage change in the CPI will be determined using the calendar month that is 3 months before the calendar month in which the adjustment date occurs. Your indexed post-tax monthly earnings may increase or remain the same, but will never decrease. The resulting adjustment to your post-tax monthly earnings will be used until the next adjustment date.

The CPI is published by Statistics Canada. The Company reserves the right to use some other similar measurement if the Government of Canada changes or stops publishing the CPI.

**Injury** means a bodily injury that is the direct result of an accident and not related to any other cause.

**Limited** means that **your** ability is reduced.

#### Material and substantial duties means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified, except that if you are required to work on average in excess of 40 hours per week, we will consider you able to perform that requirement if you are working or have the capacity to work 40 hours per week.

**Maximum capacity** means, based on **your** restrictions and limitations, the greatest extent of work **you** are able to do in **your regular occupation**.

**Maximum period of payment** means the longest period of time **we** will make payments to **you** for any one period of **disability**.

**Monthly earnings** "Monthly earnings" or "pre-tax monthly earnings" means your monthly income, before deductions for federal and provincial taxes, from your **employer** in effect just prior to your date of disability based on your monthly equivalent earnings as reported by your **employer** January 1 and July 1 of each year as calculated at December 15 and June 15 each year. Any change in your earnings taking place between December 15 and June 15 each year will only be reflected on the following December 15 or June 15 calculation date. Monthly earnings consist of:

- 1. Your McMaster base salary including any McMaster paid stipends to you, and
- 2. Your monthly ceiling (or draw professional earnings) paid by the Regional Medical Associates ("RMA") as defined by your most recent Annual Personnel Agreement ("APA"). For departments without Annual Personnel Agreements, your monthly ceiling (or draw) will be defined by your most recent "Green" Payroll from on file with your **employer**.

Monthly earnings will not include:

- 1. Ceiling increments, and
- 2. Academic or other merit payments, and
- 3. Income received from commissions, bonuses (including practice plan payout over and above what traditionally was referred to as "ceiling"), overtime pay, any other extra compensation, or income received from sources other than your **employer**.

"Post-tax monthly earnings" means your monthly earnings as defined above, less federal and provincial taxes.

**Monthly payment** means the monthly amount to be paid to **you**, as determined by the Monthly Payment Calculation in the Group Long Term Disability (LTD) Benefit Summary, after any **benefit offsets** have been subtracted but before any reduction for **disability earnings**.

**No-evidence maximum** means the amount of insurance **you** may obtain without providing **evidence of insurability**. The **no-evidence maximum**, until further written notice, is shown in the GROUP LONG TERM DISABILITY (LTD) BENEFIT SUMMARY. On any Policy Anniversary the Company may establish a new **no-evidence maximum**.

If your gross monthly benefit would exceed the amount of the no-evidence maximum, you must submit an evidence of insurability form. You will be covered for the gross monthly benefit in excess of the no-evidence maximum on the date the Company approves your evidence of insurability form. The amount of the no-evidence maximum and any changes to the amount of the no-evidence maximum will be communicated by the employer.

If your gross monthly benefit increases because of an increase to the no-evidence maximum, the increase to your gross monthly benefit may be limited by the Pre-Existing Condition Limitation.

Other employment income means your share of income earned by any business or profession due to your personal activities in the business net of all business expenses except income taxes, plus any contributions to a pension or profit sharing plan made on your behalf, plus any income earned by your personal activities from sources other than your employer. It also includes academic or other merit payments, overtime pay or any other extra compensation received by you from the employer that is not included in your monthly earnings.

Part-time basis means the ability to work and earn between 20% and 80% of your indexed monthly earnings.

**Pre- tax** means prior to any deductions required by law.

**Previous group policy** means a policy of group insurance issued to **your employer** by another insurance company or by **us** which provided long term disability coverage to the same group, or part of the group, insured under the policy, and which terminated less than 31 days before the policy became effective.

**Prudent person** means a person who, with respect to his health, seeks care from an appropriate **physician** or medical practitioner when symptoms appear, fills prescriptions written by his **physician** and takes medication as prescribed by his **physician**.

**Post-tax** means <u>after</u> any deductions required by law. Such deductions will be limited to federal and provincial income tax (calculated using Basic Personal Exemption only).

Recurrent disability means a period of disability which is:

- caused by a worsening in your condition(s); and
- due to the same condition(s) as your prior period of disability for which a benefit was paid.

**Regular occupation** means the occupation **you** are routinely performing when **your disability** begins. **We** will look at **your** occupation as it is normally performed in Canada, instead of how the work tasks are performed for a specific **employer** or at a specific location.

**Rehabilitation and return to work assistance program** means a formal plan that is developed by **us** or **our** agent to assist **you** in the assessment of return to work potential and in returning to work. Such program may include the following services and benefits:

- medical investigation and/or treatment;
- physical rehabilitation;
- psychiatric and/or psychological rehabilitation;
- coordination with your employer to assist you to return to work;
- adaptive equipment or job accommodations to allow you to return to work;
- vocational evaluation to determine how your disability may impact on other employment options for you;
- job placement services;
- resume preparation;
- job seeking skills training;
- education and retraining expenses for a new occupation; or
- other services/activities not described above that can support the formal plan.

**We** shall determine, at **our** sole discretion, whether **you** are eligible for such program. If **we** determine that **you** are eligible to participate in such program, **you** must participate in order to continue to receive **monthly payments**.

**Retirement plan** means a defined contribution plan or a defined benefit plan. These are plans which provide retirement benefits **you** and are not funded entirely by **employee** contributions.

Sickness means an illness or disease.

## No LTD Beneficiary Designation Allowed

No **beneficiary** designation for the Group Long Term Disability insurance under this policy shall be valid. **You** do not have the right to name a **beneficiary** for any amount of Long Term Disability insurance money payable under the policy.

#### **Waiver Of Premium**

Premium payments are <u>not</u> required for **your** insurance while **you** are receiving **monthly payments**.

#### **Completing The Elimination Period**

You must be continuously disabled through the elimination period shown under the GROUP LONG TERM DISABILITY (LTD) BENEFIT SUMMARY.

We will treat **your disability** as continuous if **your disability** ceases during the **elimination period** for 30 days or less. The **elimination period** will be extended by the number of days during which the period of **disability** is interrupted.

## **Payment Of LTD Benefits:**

## **Disabled And Not Working**

For each month after the **elimination period** that **you** continue to be **disabled** and unable to work on a **part-time basis**, **we** will send **you** the **monthly payment**.

## **Disabled And Working**

If, after completing the **elimination period**, **you** are **disabled** and working, **we** will send **you** the **monthly payment** if **you** are **disabled** and, due to the continuing **sickness** or **injury**, **your** monthly **disability earnings** are less than 20% of **your indexed monthly earnings**.

If, after completing the **elimination period**, **you** are **disabled** and, due to **your** continuing **sickness** or **injury**, **your** monthly **disability earnings** are between 20% through 80% of **your indexed monthly earnings we** will calculate **your** payment as follows:

During the first 12 months of payments, while working, **your monthly payment** will not be reduced as long as Item 1 does not exceed Item 2, where Item 1 and Item 2 are calculated as follows:

#### If the **monthly payment** is taxable:

- 1. The sum of your pre-tax monthly disability earnings, plus the monthly payment, plus direct and indirect benefit offsets you are eligible to receive.
- 2. Your indexed monthly earnings.

#### If the **monthly payment** is non-taxable:

- 1. The sum of your post-tax monthly disability earnings, plus the monthly payment, plus direct and indirect benefit offsets you are eligible to receive.
- 2. Your indexed post-tax monthly earnings.

If Item 1 is more than Item 2, the Company will subtract the excess of Item 1 over Item 2 from **your monthly payment**.

After 12 months of payments, while working, **you** will receive payments based on **your** percentage of lost earnings due to **your disability**. To calculate **your** percentage of lost earnings and the amount of the payments **we** will:

- 1. Subtract your disability earnings from your indexed monthly earnings.
- 2. Divide the answer in Item 1 by your indexed monthly earnings. This is your percentage of lost earnings.
- 3. Multiply **your monthly payment** by the answer in Item 2.

This is the amount **we** will pay **you** each month.

If your monthly disability earnings exceed 80% of your indexed monthly earnings, we will stop sending you payments and your claim will end.

We may require you to send proof of your monthly disability earnings at least monthly. We will adjust your payment based on your monthly disability earnings.

As part of **your** proof of **disability earnings**, **we** can require that **you** send appropriate financial records which **we** believe are necessary to substantiate **your** income.

## Fluctuation In Disability Earnings

If **your disability earnings** routinely fluctuate widely from month to month, we may average **your disability earnings** over the most recent 3 months to determine if **your** claim should continue.

We will not pay you for any month during which disability earnings exceed 80% of indexed monthly earnings.

If we average your disability earnings, we will not terminate your claim unless the average of your disability earnings from the most recent 3 months exceeds 80% of indexed monthly earnings.

## **Monthly Payment-Rate**

After the **elimination period**, if **you** are **disabled** for less than 1 month, **we** will send **you** 1/30 of **your monthly payment** for each day of **disability**.

## **Third Party Claims**

We may require you to provide a written statement of the circumstances that caused your disability, including any facts that may give you a legal claim against another person, organization or company that caused the disability (a "Third Party").

You must provide to us prompt notice of any legal action that you commence against a Third Party due to the circumstances that caused your disability (a "Personal Injury Action"). Once you have commenced a Personal Injury Action you must:

- execute our Personal Injury Reimbursement Agreement and Direction;
- provide us with the name and address of any lawyer pursuing the Personal Injury Action on behalf of you;
- instruct any such lawyer to pursue with due diligence **your** claims against the Third Party, including claims for non-pecuniary general damages, damages for past loss of income and damages for future loss of income; and
- direct, authorize and instruct any such lawyer to provide to us, free of charge:
  - such reports as we may reasonably require from time to time on the status of the Personal Injury Action or any settlement negotiations;
  - copies of any documents in **your** possession or control relating to **your** claims against the Third Party; and
  - prompt notice of the terms of settlement or judgment in the Personal Injury Action so that we can calculate your Net Recovery.

**Your** Net Recovery is an amount equal to the total of all damages recovered from the Third Party (including but not limited to damages for loss of income to the date of the settlement or judgment, damages for future loss of income, all non-pecuniary general damages, interest and legal costs), minus **your** legal costs incurred to obtain such damages.

50% of **your** Net Recovery shall be designated as **our** Credit. **You** shall immediately pay to **us** an amount equal to the lesser of **our** Credit and the sum of all **monthly payments** paid or payable to **you** prior to the date of the settlement or judgment. If any portion of **our** Credit remains after subtracting the above amount, **we** may suspend further **monthly payments** until such time as the sum of the **monthly payments** which would otherwise become payable under the policy equals the remaining portion of **our** Credit.

**We** have the right to withhold or discontinue **monthly payments** if **you** refuse to sign **our** Personal Injury Reimbursement Agreement and Direction or fails to comply with any of its terms.

#### **Benefit Offsets**

The following gross amounts of benefits or payments are direct **benefit offsets**:

- 1. The amount that **you** receive or are entitled to receive under any Workers' Compensation Act or similar legislation;
- 2. The amount that **you** receive or are entitled to receive as disability payments under the Canada Pension Plan or the Quebec Pension Plan:
- 3. The amount that **you** receive as retirement payments under the Canada Pension Plan or the Quebec Pension Plan:
- 4. The amount that **you** receive or are entitled to receive as disability income payments under any automobile insurance policy or automobile accident benefit schedule;
- 5. The amount of any additional payments that you receive from the employer such as but not limited to any 'top-up' plan, severance pay, termination pay or vacation pay, however, the following payments from your employer will not be considered benefit offsets: any ceiling increments, academic or other merit payments, income received from commissions, bonuses (including practice plan payout over and above what traditionally was referred to as "ceiling") or overtime pay;
- 6. The amount that **you** receive under a short-term disability plan or a salary continuation or accumulated sick leave plan.

With the exception of retirement payments, **we** will only subtract **benefit offsets** which are payable as a result of the same **disability**. **We** will not subtract payments that **you** receive because of **your spouse's** retirement.

The following gross amounts of benefits or payments are indirect **benefit offsets**:

- 1. The amount that **you** receive or are entitled to receive as disability income payments under any:
  - compulsory benefit act or legislation; or
  - governmental retirement system as a result of **your** job with **your employer**.
- 2. The amount that **you**:
  - receive or are entitled to receive as disability payments under your employer's retirement plan; or
  - receive or are entitled to receive as retirement payments under your employer's retirement plan.
- 3. The amount that is payable to, or on behalf of **your** children under the Canada Pension Plan or the Quebec Pension Plan because of **your** disability.

With the exception of retirement payments, **we** will only subtract **benefit offsets** which are payable as a result of the same **disability**. **We** will not subtract payments that **you** receive because of **your spouse**'s retirement.

Once we have subtracted a benefit offset from the gross monthly benefit, we will not further reduce the monthly payment due to a cost of living increase from that source.

When **we** determine that **you** may be entitlted to an amount under Item(s) 1 and 2 in the Direct **benefit offsets** section or under Item(s) 1 in the Indirect **benefit offsets** section, **we** may estimate the amount of the **your** entitlement to such **benefit offset**. If **you are** 65 or older, the Company may estimate the amount of **your** entitlement under item 3 in the Direct Benefit Offsets section. We reserve the right to deduct the estimated amount by including it in the MONTHLY PAYMENT CALCULATION when determining **your monthly payment**.

We will not deduct the estimated amount under Item 1 or 2 in the Direct Offsets section, or under Item 1 in the Indirect Offsets section when determining your monthly payment if you apply for the benefit offsets, and appeal any denial to all levels we feel are necessary.

If we have deducted the estimated amount to determine your monthly payment, your monthly payment will be adjusted when we receive proof:

- of the amount awarded; or
- that benefits or payments have been denied and all appeals **we** feel are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to **you**.

If **you** receive any **benefit offset** in the form of a lump sum payment, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, **we** will use a reasonable period of time.

## When Payments Stop:

We will stop sending you payments and your claim will end on the earliest of the following:

- when you are able to work in your regular occupation on a part-time basis but you choose not to;
- if you are working and your monthly disability earnings exceed 80% of your indexed monthly earnings, the date your earnings exceed 80% of your indexed monthly earnings;
- the end of the maximum period of payment;
- the date you are no longer disabled under the policy, unless you are eligible to receive benefits under our rehabilitation and return to work assistance program;
- the date you fail to cooperate with or participate in a rehabilitation and return to work assistance program;
- the date you fail to attend or participate in a medical, vocational or functional assessment required by us;
- the date you fail to attend or participate in a requested interview with an authorized representative;
- the date you fail to submit proof of continuing disability;
- the date you knowingly provide any false or misleading information to the Company; or
- the date vou die.

We will stop sending you payments after you have been outside Canada and the United States for 60 cumulative days during any 365 consecutive day period. No further payments will be made until you return to Canada and provide proof of appropriate care. If you are still disabled on your return, payments may be resumed but will not be retroactive. Although not paid, any payments attributable to any period of time beyond the 60 cumulative days during any 365 consecutive day period that you continue to be outside of Canada will be deemed to have been paid under the meaning of disability and disabled.

#### **Recurrent Disability**

If, after a period of **disability** for which **monthly payments** have been made, **you** experience a **recurrent disability**, **we** will treat this **recurrent disability** as a continuation of **your** previous period of **disability** and a new **elimination period** will not have to be completed, if:

- you return to continuous active employment for the period between the last date for which monthly payments
  were made under your prior claim and the commencement of the recurrent disability;
- you were continuously insured between the last date for which monthly payments were made under your prior claim and the commencement of the recurrent disability; and
- your recurrent disability commences within 6 months from the last date for which monthly payments were made under your prior claim.

Your recurrent disability will not be considered to be a continuation of a prior period of disability if the recurrent disability commences more than 6 months after the last date for which monthly payments were made under your prior claim. In such case, the recurrent disability will be treated as a new claim. The new claim will be subject to all of the policy provisions, including the elimination period, in force at the commencement of the new claim.

If your recurrent disability is considered to be a continuation of a prior period of disability, your recurrent disability will be subject to the same policy terms as your prior claim. The commencement date of the recurrent disability will be deemed to be original date of disability from the prior period(s) of disability. Any disability payments will be based on your monthly earnings as at the original date of disability. Monthly payments will not be made for a combined period longer than the maximum period of payment shown under Group Long Term Disability (LTD) Benefit Summary.

## **Medical Examinations and Claimant Interviews**

At **our** expense and discretion, and as often as is reasonably required during a **claimant's** continuing **disability**, **we** may require the **claimant** to be examined, tested or assessed by a **physician**, other medical practitioner or vocational or functional capacities expert of **our** choice.

At **our** expense and discretion, and as often as is reasonably required during a **claimant's** continuing **disability**, **we** may require the **claimant** to meet with and be interviewed by an authorized representative.

#### **Pre-Existing Condition Limitation**

The policy does not cover any **disability** which results directly or indirectly from, or is in any manner or degree associated with or occasioned by a **pre-existing condition**.

However, this limitation will not apply to a **disability** which begins more than 12 months after **your** insurance began.

If, at any time, your gross monthly benefit increases because of an increase to the no-evidence maximum, the amount of the increase to your gross monthly benefit will not be payable if your disability results directly or indirectly from, or is in any manner or degree associated with or occasioned by a pre-existing condition. However, this limitation will not apply to a disability which begins more than 12 months after the increase to your gross monthly benefit.

**Pre-existing condition** means any condition or symptom for which, during the 3 months just prior to the date that **your** insurance began:

- you consulted a physician or other healthcare provider;
- you received any health-related care, advice, treatment or services (including diagnostic measures) from or on the advice of a **physician** or other healthcare provider;
- **vou** incurred any healthcare expenses:
- **you** took any prescribed medication; or
- a prudent person would have consulted a physician or other healthcare provider, would have filled a
  prescription, or would have continued to take medication previously prescribed.

If there has been an increase to **your gross monthly benefit** because of an increase to the **no-evidence maximum**, then **pre-existing condition** means any condition or symptom for which, during the 3 months just prior to the date of the increase to **your gross monthly benefit**:

- you consulted a physician or other healthcare provider;
- you received any health-related care, advice, treatment or services (including diagnostic measures) from or on the advice of a **physician** or other healthcare provider;
- you incurred any healthcare expenses;
- you took any prescribed medication; or

a prudent person would have consulted a physician or other healthcare provider, would have filled a prescription, or would have continued to take medication previously prescribed.

**Pre-existing condition** includes any such condition or symptom whether or not such condition or symptom was diagnosed or correctly diagnosed.

#### **Continuity Of Coverage**

You are not eligible to be enrolled for Group Long Term Disability Insurance under the policy if you are not in active employment on the Policy Effective Date due to sickness or injury and you are receiving long term disability benefits from the insurer of a previous group policy.

If **you** are not in **active employment** on the Policy Effective Date due to **sickness** or **injury**, **you** are still eligible to be enrolled for Group Long Term Disability Insurance under the policy if:

- you were properly insured for long term disability coverage under a previous group policy when that previous group policy terminated;
- your coverage under that previous group policy terminated solely because of the termination of that previous group policy;
- you would be otherwise eligible under this policy if you were in active employment; and
- the "elimination period" (or similar such period however it is named) for long term disability benefits under the **previous group policy** has not ended based on the date **you** ceased working.

If you are enrolled for Group Long Term Disability Insurance under this Continuity of Coverage provision, your coverage will terminate on the earlier of:

- the date the "elimination period" (or similar such period however it is termed) for long term disability benefits under the **previous group policy** would end based on the date **you** ceased working; or
- the date the insurer of the **previous group policy** accepts a claim which would qualify as a recurrent disability under the terms of the **previous group policy**.

If you are enrolled for coverage under this Continuity of Coverage provision you will not be covered for:

- any periods of **disability** which commence prior to the Policy Effective Date: or
- any periods of disability, which commence after the Policy Effective Date, but which would qualify as a recurrent disability under the terms of the previous group policy.

Subject to a change in Quebec law, if **you** are resident in the province of Quebec and are enrolled for coverage under this Continuity of Coverage provision **you** will not be covered for:

- any periods of disability which commence prior to the Policy Effective Date, unless the disability was not
  reported to the insurer of the previous group policy until more than 180 days after the Policy Effective Date; or
- any periods of disability, which commence after the Policy Effective Date, but which would qualify as a recurrent disability under the terms of the previous group policy, unless you have been in active employment under this policy for at least 30 days.

We will not apply Pre-Existing Condition Limitation to your long term disabilty claim if:

- you were insured for long term disability by the previous group policy when it terminated;
- you were in active employment on the Policy Effective Date;
- you have remained in continuous active employment since the Policy Effective Date; and
- your long term disability claim would not have been excluded by the previous group policy's pre-existing condition limitation based on:
  - the terms of the **previous group policy**'s pre-existing condition limitation; and
  - the combined continuous time that you were insured under this policy and the previous group policy.

If, due to the above Continuity of Coverage provision, **your** claim is not excluded under the Pre-Existing Condition Limitation, then **we** will administer **your** claim according to the provisions of this policy. However, **your** payment will be the lesser of:

- the monthly payment under this policy; and
- the monthly amount which would have been paid under the previous group policy.

If, due to the above Continuity of Coverage provision, **your** claim is not excluded under the Pre-Existing Condition Limitation, then payments under the policy will not extend beyond the earlier of the following dates:

- the end of the maximum period of payment under this policy as shown in the Benefit Summary; or
- the date benefits would have ended under the previous group policy if it had remained in force.

## **Survivor Benefit**

When **we** receive proof that **you** have died, **we** will pay **your eligible survivor** a lump sum benefit equal to 3 months of **your gross monthly benefit** if, on the date of **your** death:

- your disability had continued for 180 or more consecutive days; and
- you were receiving or were entitled to receive monthly payments under the policy.

However, **we** will first apply any Survivor Benefit payment to any overpayment which may exist on **your** claim for Long Term Disability Benefits.

If you have no eligible survivor, no payment will be made.

## **Worksite Ergonomic Service**

If your employer determines that a worksite ergonomic modification may be needed to enable you to perform the material and substantial duties of your regular occupation, one of our designated professionals will assist you and your employer to identify a modification that we agree is likely to help you remain at or return to active employment.

If we agree that the worksite ergonomic modification is appropriate, we will prepare a written agreement in which we, your employer and you will agree to the worksite ergonomic modification in order to help you remain at or return to active employment. This agreement must be signed by us, your employer and you.

When such agreement is signed, **we** will pay for the cost of the ergonomic assessment; and **your employer** will pay for the cost of the modification, including any purchase of equipment.

You do not need to be on claim in order for your employer to access this service. It is available to assist you on a one-time basis only.

#### **Work Life Assistance Program**

The policy provides **you** and **your dependents** access to a work life assistance program designed to assist them with problems of daily living.

You and/or your dependents can call and request assistance for virtually any personal or professional issue, from helping find a day care or transportation for an elderly parent, to researching possible colleges for a **child**, to helping to deal with the stress of the workplace. This work life program is available for everyday issues as well as crisis support.

This service is also available to your employer.

This program can be accessed by a 1-800 telephone number available 24 hours a day, 7 days a week.

Information about this program can be obtained through **your employer's** plan administrator.

**NOTE:** If such services or program are included under more than one of the applicable sections of the policy, they shall be deemed to be only one single benefit and not two benefits. Any limitations or restrictions on usage or payment (if applicable) of these services or program shall be deemed covered under one single benefit only.

#### **Teladoc Medical Experts**

Teladoc Medical Experts provides **you** and **your** eligible\* **dependents** with a unique combination of information and access to the best medical care when it matters most.

Teladoc Medical Experts helps **you** navigate the healthcare system and confirm **your** diagnosis and treatment options, through convenient, responsive services that connect **you** to a global database of over 50,000 top peernominated specialists, including 2,000 in Canada. Refer to the Teladoc Medical Experts brochure for more information about the services available to **you**.

\*eligible dependents are spouse and dependent children, under the age 21 or under age 26 if full time students.

**NOTE:** If such services or program are included under more than one of the applicable sections of the policy, they shall be deemed to be only one single benefit and not two benefits. Any limitations or restrictions on usage or payment (if applicable) of these services or program shall be deemed covered under one single benefit only.

#### **LTD Conversion Benefit**

If you end employment with your employer, your employee's insurance under the policy will end. You may be eligible to purchase insurance under our group long term disability conversion policy without providing evidence of insurability.

**You** may purchase such insurance if this Conversion provision (or an equivalent provision) was part of **your** group long term disability insurance with **your employer** (including under any **previous group policy**) for a continuous period of at least six (6) months prior to and including the date **your** employment with **your employer** ended.

**You** must apply for insurance under the conversion policy and pay the first premium within 31 days after the date **your** employment ends.

The amount that **you** may convert will be subject to any limits, maximums or guidelines currently in use by **us** at the time of conversion.

The converted insurance will be in an amount and form which **we** customarily issues and which is in use at the time of conversion. The conversion policy may not be the same insurance **we** offered **you** under **your employer's** group policy.

The premium for such converted insurance will be at the conversion rate then in use by **us**. This rate will take into consideration items such as but not limited to:

- your earnings and occupation on the date that your employment ended; and
- your age and sex;

You are not eligible to apply for insurance under our group long term disability conversion policy if:

- you are or become insured under another group long term disability policy within 31 days after your employment ends:
- you are disabled under the policy;
- you recover from a disability and do not return to work for your employer;
- you are on a leave of absence; or
- your insurance under the policy ends for any of the following reasons:
  - the policy is cancelled;
  - the policy is changed to exclude the Class of **Employee**s to which **you** belongs;
  - you are no longer in an Eligible Class;
  - you end your working career or retires\*; or
  - your employer/you fail to pay the required premium under the policy.

\*NOTE: You are eligible to apply for coverage under RBC Insurance's group conversion policy if you retire but continue to generate an income from self- employment.

## Cost Of Living Adjustment (COLA) Benefit

We will make a Cost Of Living Adjustment (COLA) after you have received 1 full year of monthly payments for your disability.

We will increase your monthly payment by the percentage shown in the Group Long Term Disability (LTD) Benefit Summary beginning after the first 12-month period of monthly payments and after each 12-month period of monthly payments to age 65 while you continue to receive monthly payments for your disability.

Compounding will continue up to the maximum number of adjustments.

The Cost of Living Adjustment may cause **your monthly payment** to exceed the maximum monthly amount shown in the Monthly Payment Calculation in the Group Long Term Disability (LTD) Benefit Summary.

#### **Health Care Profession Benefit**

All of the definitions, terms, conditions and provisions contained in the policy to which this benefit is added (hereinafter "this policy"), will apply to the coverage provided by this benefit unless otherwise specified or modified in this benefit.

If you have coverage under this benefit, this benefit expands the definition of "Sickness" contained in this policy to mean:

SICKNESS, in addition to the meaning provided in this policy, will also mean: You are HIV Impaired and/or Hepatitis Impaired and due to such impairment:

- a. you are restricted or prohibited from performing the material and substantial duties of your regular occupation by law or by a written policy of general application of a medical regulatory body or a medical licensing body; or
- b. your patients have refused treatment from you due to you having disclosed your infection or infection status to them as required by law or by a written policy of general application of a medical regulatory body or a medical licensing body.

NOTE: The loss of, or limitations and/or restrictions being placed on a professional or occupational license or certification, due to HIV Impairment or Hepatitis Impairment, does not, in itself, constitute disability.

Hepatitis Impairment or Hepatitis Impaired means that you first test positive for infection with the Hepatitis B virus or Hepatitis C virus after your effective date of coverage for this benefit, and you continue to be infected with the Hepatitis B virus or Hepatitis C virus, RBC Insurance may periodically require proof acceptable to us of your Hepatitis Impairment.

#### Who Is Eligible For This Benefit?

To be eligible for this benefit, you must be:

- 1. insured under this policy;
- 2. insured under an individual insurance policy issued by us or one of our predecessor companies, pursuant to an offer made through the Policyholder or as a result of your employment, providing for disability benefits and which contains a Health Care Profession benefit rider providing similar coverage to this benefit; and
- 3. a Health Care Professional as defined below;

Health Care Professional means medical doctors, dentists, dental surgeons, chiropodists, podiatrists, professional lab technicians, dental hygienists, dental assistants, denture therapists, denturists, denturologists, acupuncturists (MD and non-MD), nurses (RNs, RNAs, LPNs, including nursing directors, instructors and nurse practitioners), respiratory therapists, respirologists, massage therapists doing acupuncture, physiotherapists doing acupuncture and paramedics.

## When Will Your Coverage For This Benefit Become Effective?

Your will become insured for Health Care Profession Benefit coverage on the later of:

- the effective date of this Benefit; or
- your effective date under this policy.

## Are You Required To Be Receiving Regular Care?

If you are disabled due to HIV Impairment and/or Hepatitis Impairment, you are not required to provide proof of regular care, but you are required to periodically provide ongoing proof of your HIV Impairment or Hepatitis Impairment.

#### When Will Health Care Profession Benefit Payments End?

Benefit payments for disability due to HIV or Hepatitis Impairment will end on the earliest of the following dates:

- the date you cease to be HIV Impaired or Hepatitis Impaired;
- the date you are no longer restricted or prohibited from performing the material and substantial duties of your occupation or are no longer required to disclose your impairment to patients;
- the date you are able to work in your regular occupation on a part-time basis but you choose not to;
- the end of the maximum period of payment:
- the date you fail to present proof of continuing HIV or Hepatitis Impairment;
- the date your disability earnings exceed the amount allowable under the plan;
- the date you die; or
- the date you are disabled due to injury or a sickness (as defined in the policy) other than HIV Impairment or Hepatitis Impairment.

## When Will Your Health Care Profession Benefit Coverage End?

Your Coverage will end on the earliest of the following dates:

- the date you cease to be eligible for this benefit;
- the date this benefit is removed from the policy;
- the date the policy terminates.

## **Spousal Disability Benefit**

Your spouse is eligible for this benefit.

Your spouse will become insured on the later of:

- the date your spouse becomes a spouse as defined in the policy; or
- the date **your** LTD insurance begins under the policy.

Insurance will end on the earliest of the following dates:

- the date your insurance under the policy terminates;
- the date the spouse ceases to be a spouse as defined in the policy;
- the date the policy terminates; or
- the date this benefit terminates.

Termination of this insurance under any conditions will not prejudice any **payable claim** which occurs while the insurance is in force.

There is no conversion privilege for this benefit.

If your spouse becomes and remains disabled as defined below through the **elimination period**, **we** will pay a monthly Spousal Disability Benefit to **you**. Benefit payments will not be made for any period during which **your spouse** is outside of Canada for longer than 30 consecutive calendar days.

Your spouse is disabled under this benefit when we determine that due to sickness or injury:

- your spouse loses the ability to safely and completely perform 2 activities of daily living without another person's assistance or verbal cueing; or
- your spouse is cognitively impaired.

The **elimination period** is shown under the Group Long Term Disability (LTD) Benefit Summary. The **elimination period** begins on the first day that **your spouse** is disabled.

The monthly benefit payment is the amount shown under the Group Long Term Disability (LTD) Benefit Summary.

This policy does not cover any disability which results directly or indirectly from, or is in any manner or degree associated with or occasioned by:

- the spouse's intentionally self-inflicted injury;
- the **spouse's** active participation in a riot;
- the spouse's attempt to commit or commission of a crime, whether or not the spouse has been charged; or
- war, declared or undeclared, or any act of war.

We will not pay a Spousal Disability Benefit for any period of disability during which the **spouse** is lawfully incarcerated, confined or imprisoned.

No Spousal Disability Benefit is payable for a **spouse's** loss of the ability to safely and completely perform any **activity of daily living** without another person's assistance or verbal cueing, if such loss exists on the effective date of the **spouse's** coverage under this benefit.

No Spousal Disability Benefit is payable for a **spouse's cognitive impairment** if the **spouse** is **cognitively impaired** on the effective date of the **spouse's** coverage under this benefit.

The policy does not cover any disability which results directly or indirectly from, or is in any manner or degree associated with or occasioned by a **pre-existing condition**.

However, this limitation will not apply to a disability which begins more than 6 months after the **spouse's** insurance began.

**Pre-existing condition**, for this Spousal Disability Benefit, means any condition or symptom (whether or not such condition or symptom is diagnosed or correctly diagnosed) for which, during the 6 months just prior to the date that his insurance began,

- the spouse consulted a physician or other healthcare provider;
- the **spouse** received any health-related care, advice, treatment or services (including diagnostic measures) from or on the advice of a **physician** or other healthcare provider;
- the spouse incurred any healthcare expenses;
- the **spouse** took any prescribed medication; or
- a prudent person would have consulted a physician or other healthcare provider, would have filled a
  prescription, or would have continued to take medication previously prescribed.

Payments will end on the earliest of the following dates:

- the date your spouse is no longer disabled;
- the end of the **maximum period of payment** shown in the Benefit Summary; or
- the date the spouse dies.

Written notice of claim should be sent to **us** within 30 days after the date that the **spouse's** disability begins. Written proof of claim must be given to **us** no later than 90 days after the date the **spouse's** disability begins. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the date that the **spouse's** disability began, except in the absence of **your** legal capacity.

The proof, provided at **your** expense, must show:

- 1. that the **spouse** is under **appropriate care**:
- 2. the date the **spouse's** disability began;
- 3. the cause of the **spouse's** disability;
- 4. the extent of the **spouse's** disability; and
- 5. the name and address of any **hospital** or Institution where the **spouse** received treatment, including all attending **physicians**.

As part of proof of claim, we may request that the **spouse** be examined, at **our** expense and discretion, by a **physician** and/or other healthcare provider of **our** choice. We may also require a claims assessment which is a review to help evaluate the claim. This assessment may include an interview with the **spouse** at a location selected by **us** or **our** designated representative.

Proof of continued disability and **appropriate care** must be given to **us** within 30 days of the request for the proof.

#### **General LTD Limitations and Exclusions:**

This policy does not insure any **disability** which results directly or indirectly from, or is in any manner or degree associated with or occasioned by:

- your intentionally self-inflicted injuries;
- **your** active participation in a riot, insurrection or civil commotion;
- **your** service in the armed forces of any nation;
- your attempt to commit or commission of a crime, or provoking an assault, whether or not you have been charged; or
- war, declared or undeclared, or any act of war.

We will not pay a benefit for any period of **disability** during which **you** are lawfully incarcerated, confined or imprisoned.

We will not make a monthly payment for any period of disability during which you are on a statutory leave, leave of absence, temporary layoff, strike or lockout. If your coverage has been continued during a statutory leave, leave of absence, temporary layoff, strike or lockout, and you become disabled during the statutory leave, leave of absence, temporary layoff, strike or lockout the monthly payment will begin on the later of the date the elimination period ends or the date the statutory leave, leave of absence, temporary layoff, strike or lockout ends, provided you are still disabled.

NOTE: Other Exclusions or Limitations may be applicable as specified under each individual additional benefit provision.

#### COLLECTION AND USE OF PERSONAL INFORMATION

## Collecting your personal information

We (RBC Life Insurance Company) may from time to time collect information about you such as:

- information establishing your identity (for example, name, address, phone number, date of birth, etc.) and your personal background;
- information related to or arising from your relationship with and through us;
- information you provide through the application and claim process for any of our insurance products and services; and
- information for the provision of products and services.

We may collect information from you, either directly or through representatives. We may collect and confirm this information during the course of our relationship. We may also obtain this information from a variety of sources including hospitals, doctors and other health care providers, the MIB, Inc., the government (including government health insurance plans) and other governmental agencies, other insurance companies, financial institutions, motor vehicle reports, and your employer.

## Using your personal information

This information may be used from time to time for the following purposes:

- to verify your identity and investigate your personal background;
- to issue and maintain insurance products and services you may request;
- to evaluate insurance risk and manage claims;
- to better understand your insurance situation;
- to determine your eligibility for insurance products and services we offer;
- to help us better understand the current and future needs of our clients;
- to communicate to you any benefit, feature and other information about products and services you have with us;
- to help us better manage our business and your relationship with us; and
- as required or permitted by law.

For these purposes, we may make this information available to our employees, our agents and service providers, and third parties, who are required to maintain the confidentiality of this information. If you are insured under a group insurance policy obtained through your employer, we may also share your information with your employer when necessary for the services we provide to you. Your health information will not be shared with your employer without your consent.

In the event our service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located. Third parties may include other insurance companies, the MIB, Inc. and financial institutions.

We may also use this information and share it with RBC® companies (i) to manage our risks and operations and those of RBC companies and (ii) to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have a right to issue such requests.

If we have your social insurance number, we may use it for tax related purposes and share it with the appropriate government agencies.

# Your right to access your personal information

You may obtain access to the information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information or to ask questions about our privacy policies, you may do so now or at any time in the future by contacting us at:

RBC Life Insurance Company P.O. Box 515, Station A, Mississauga, Ontario L5A 4M3

Telephone: 1-800-663-0417 Facsimile: 905-813-4816

## Our privacy policies

You may obtain more information about our privacy policies by asking for a copy of our "Financial fraud prevention and privacy protection" brochure, by calling us at the toll-free number shown above or by visiting our website at www.rbc.com/privacysecurity.