



your **group**  
benefits

**University of British Columbia (the University)**

**BCGEU BCGEU – Okanagan employees**

**Contract Number 23218 Part I  
Effective January 1, 2008**



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## General Information

### About this booklet

The information in this employee benefits booklet is important to you. It provides the information you need about the group benefits available through your employer's group plan with Sun Life Assurance Company of Canada (*Sun Life*), a member of the Sun Life Financial group of companies.

Your group benefits may be modified after the effective date of this booklet. You will receive written notification of changes to your group plan. The notification will supplement your group benefits booklet and should be kept in a safe place together with this booklet.

If there are any discrepancies between the group plan and the information in this booklet, the group plan will take priority.

If you have any questions about the information in this employee benefits booklet, or you need additional information about your group benefits, please contact your employer.

The contract holder, University of British Columbia (the University), has the sole legal and financial liability for the Long-Term Disability benefit. Sun Life only acts as administrator on behalf of the contract holder for this benefit.

### Eligibility

To be eligible for group benefits, you must be a resident of Canada and meet the following conditions:

- n requirements outlined in your employer's *Definition of Employee* in Appendix 1 and *Commencement of Coverage* in Appendix 2. This information is located by referring to your benefits eligibility information for your employment group on UBC's Human Resources website ([www.hr.ubc.ca/benefits](http://www.hr.ubc.ca/benefits)).
- n you have completed the waiting period.

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The waiting period for your group plan ends on the last day of the month in which you have completed 12 months of continuous employment.

**Enrolment**

Coverage is mandatory (please refer to your benefit eligibility information for your employment group on UBC's Human Resources website). To receive coverage, you must request coverage in writing by supplying the appropriate enrolment information to your employer.

**When coverage begins**

Your coverage begins as outlined under *Commencement of Coverage* in Appendix 2.

If you are not actively working on the date coverage would normally begin, your coverage will not begin until you return to active work with your employer.

**Changes affecting your coverage**

From time to time, there may be circumstances that change your coverage.

For example, your employment status may change, or there may be changes made to the Plan. Any resulting change in the coverage will take effect on the date of the change in circumstances.

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

- n if proof of good health is required, the change cannot take effect before Sun Life approves the proof of good health.
- n if you are not actively working when the change occurs or when Sun Life approves proof of good health, the increase in coverage will commence on the first day you are actively working coincident with or immediately following the date the you are eligible for such change.

**Updating your records**

To ensure that coverage is kept up-to-date, it is important that you report any of the following changes to your employer:

- n change of dependents.

- n change of name.

**When coverage ends** As an employee, your coverage will end on the earlier of the following dates:

- n the date your employment ends or when you reach your normal retirement date (last day of month in which you turn 65) less 6 months.
- n the date you are no longer actively working.
- n the date the benefit provision under which you are covered terminates.
- n the date you no longer satisfy the eligibility requirements (as outlined in the benefits information for your employment group on UBC's Human Resources website: [www.hr.ubc.ca/benefits](http://www.hr.ubc.ca/benefits)).
- n the date you enter the armed forces of any country on a full-time basis.
- n the date this plan terminates.

The termination of coverage may vary from benefit to benefit. For information about the termination of a specific benefit, please refer to the appropriate section of this employee benefits booklet.

**Making claims** Sun Life is dedicated to processing your claims promptly and efficiently. You should contact your employer to get the proper form to make a claim. There are time limits for making claims. These limits are discussed in the appropriate sections of this employee benefits booklet. All claims must be made in writing on forms approved by Sun Life.

**Proof of disability** From time to time, Sun Life can require that you provide us with proof of your total disability. If you do not provide this information within 90 days of the request, you will not be entitled to benefits.

**Medical examination** We can require you to have a medical examination if you make a claim for benefits. We will pay for the cost of the examination. If you fail or

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refuse to have this examination, we will not pay any benefit.

**Recovering overpayments**

We have the right to recover all overpayments of benefits either by deducting from other benefits or by any other available legal means.

**Definitions**

Here is a list of definitions of some terms that appear in this employee benefits booklet. Other definitions may appear in the general description of the benefit.

***Actively working***

We consider you to be actively working if you are performing all the usual and customary duties of your job with your employer for the scheduled number of hours for that day. This includes scheduled non-working days and any period of continuous paid vacation of up to 3 months, if you were actively working on the last scheduled working day.

If you are not required to report for work, you will be considered actively working provided you are not confined to a hospital or disabled to the degree that you cannot perform all of the usual and customary duties of your job.

We do not consider you to be actively at work if you are receiving disability benefits.

***Appropriate treatment***

Appropriate treatment is defined as any treatment that is performed and prescribed by a doctor or, when Sun Life believes it is necessary, by a medical specialist. It must be the usual and reasonable treatment for the condition and must be provided as frequently as is usually required by the condition. It must not be limited solely to examinations or testing.

***Basic earnings***

Basic earnings are your gross salary from your employer not including any commission, bonus, overtime or incentive pay.

***Doctor***

A doctor is a physician or surgeon who is licensed to practice medicine where that practice is located.

***Elimination period***

Elimination period is the period, which must be completed before disability benefits become payable.

***Employee***

An employee is a person who is employed by the employer (or

paymaster employer) and who is a resident of Canada, unless approved in writing by the plan administrator

***Employer*** The employer is the plan sponsor. The employer also has paymaster arrangements with other employers.

***Illness*** An illness is a bodily injury, disease, mental infirmity or sickness. Any surgery needed to donate a body part to another person which causes total disability is an illness.

***Normal retirement date*** Normal retirement date is deemed to be the last day of the month in which the employee reaches age 65.

***Paymaster employers*** Paymaster employers are those employers for which University of British Columbia acts as paymaster by administering benefits and payroll on their behalf. As such, University of British Columbia is the Benefit Plan Sponsor.

***Pre-disability basic earnings*** Pre-disability basic earning is your monthly earnings immediately prior to the date total disability commenced.

***Proof of good health*** Proof of good health is the documentation which provides proof satisfactory to Sun Life that a person meets the medical underwriting requirements necessary for the requested coverage.

***University*** University of British Columbia (UBC).

***Waiting period*** A period of continuous active employment, as specified under *Eligibility* section, which an employee must complete prior to becoming covered.

***We, our and us*** We, our and us mean Sun Life Assurance Company of Canada.



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## Long-Term Disability

**General description  
of the coverage**

The contract holder has the sole legal and financial liability for this benefit. Sun Life only acts as administrator on behalf of the contract holder.

Long-Term Disability coverage provides a benefit to you if you are totally disabled. You qualify for this benefit if you provide proof of claim acceptable to Sun Life that:

- n you became totally disabled while covered, and
- n you have been following appropriate treatment for the disability since its onset.

For your Long-Term Disability coverage,

- n during the elimination period and the following 24 months (this period is known as the **own occupation period**), you will be considered totally disabled while you are continuously unable due to an illness to do the normal duties of your own occupation,
- n afterwards, you will be considered totally disabled if you are continuously unable due to an illness to do any occupation for which you are or may become reasonably qualified by education, training or experience, and for which your current basic monthly earnings are 80% or more of your predisability basic monthly earnings for your normal occupation.

Benefits are paid at the end of each month and are based on your coverage on the date you became totally disabled.

If you are totally disabled for part of any month, we will pay 1/30 of the monthly benefit for each day you are totally disabled.

**When disability payments begin**

Your Long-Term Disability payments begin after you have been totally disabled for an uninterrupted period of 6 months.

This period, which must be completed before disability benefits become payable, is the **elimination period**.

If you become totally disabled during a lay-off or approved leave and your coverage continues during this time, you will be eligible for benefit payments following your recall or scheduled return to full-time work with your employer. You must have been totally disabled for an uninterrupted period of 6 months and still be totally disabled on the date you are recalled or scheduled to return to full-time work with your employer.

**What we will pay**

Here is how we calculate your Long-Term Disability payments.

Step 1: We take 70% of the first \$500 of monthly basic earnings, plus 60% of the next \$500 and 40% of the balance of your monthly basic earnings, if any, up to a maximum of \$3,500.

Step 2: We subtract any income provided to you:

- n for the same or a subsequent disability under any government-sponsored plan, excluding dependent benefits, employment insurance benefits and automatic cost-of-living increases under any government-sponsored plan that occur after benefits begin.
- n under any other government plan, excluding Employment Insurance and benefits provided by the Department of Veterans' Affairs. Long-Term Disability payments are suspended for any period during which Employment Insurance benefits are payable.
- n for the same or a subsequent disability under any Workers' Compensation Act or similar law, excluding automatic cost-of-living increases that occur after benefits begin.
- n under a motor vehicle insurance plan which provides disability benefits to the extent that the law does not prohibit such a deduction.

- n under a group plan when benefits are based on University of British Columbia earnings and as a result of University of British Columbia employment, including any coverage resulting from your membership in an association of any kind.
- n under a retirement or pension plan, funded in whole or in part by the University, as a result of a disability or medical condition, when benefits are based on University of British Columbia earnings and as a result of University of British Columbia employment.
- n under the Québec Parental Insurance Plan.

The result from Step 2 is the amount you will normally receive.

If the amount calculated under Step 2 plus the above sources of income and all the additional sources of income listed below exceeds 100% of your pre-disability basic earnings after income tax, the Long-Term Disability payment will be reduced by the excess.

Additional sources of income provided to you:

- n from any employer for any work for wage or profit except as approved by Sun Life
- n under any other group plan, including any coverage resulting from your membership in an association or franchise of any kind.
- n under any other retirement or pension plan provided by any employer or government plan.
- n as an income replacement indemnity provided under any motor vehicle insurance plan.
- n which are recovered through a legally enforceable cause of action against some other person or corporation in accordance with provisions under Third Party Liability.

If you are eligible for any of the income amounts above and do not apply for them, we will still consider them part of your income. We can estimate those benefits and use those amounts when we calculate your payments.

If you receive any of the income amounts above in a lump sum, we will determine the equivalent compensation this represents on a monthly basis using generally accepted accounting principles.

We will not take into account any benefits that began before your disability began. However, increases in those benefits as a result of your disability will be taken into account.

We have the right to adjust your benefit payments when necessary.

Your Long-Term Disability payment will be increased each January 1 based on the calculated increase in the Canadian Consumer Price index up to a maximum of 6%.

**Maternity / parental  
leave of absence**

Maternity leave agreed to with your employer will begin on the date you and your employer have agreed will be the start of your leave or the date the child is born, whichever is earlier. The leave will end on the date you and your employer have agreed that you will return to active, full-time work or the actual date you return to active, full-time work, whichever is earlier.

Parental leave is the period of time that you and your employer have agreed on.

Sun Life will determine any portions of a maternity or parental leave which are voluntary and any portions which are health-related. The health-related portion of the leave is the period in which a woman can establish, through appropriate medical documentation, that she is unable to work for health reasons related to childbirth or recovery from childbirth.

Long-Term Disability benefits will only be payable for health-related portions of the leave where necessary in order to comply with requirements such as employment standards, human rights and

employment insurance, after you have been disabled for an uninterrupted period of 6 months, provided your coverage has been continued.

However, if your employer has a Supplemental Unemployment Benefit (SUB) plan as defined in the Employment Insurance regulations covering the health-related portion of the maternity or parental leave, Sun Life will not pay any benefits under this plan during any period benefits are payable to you under your employer's SUB plan.

**Rehabilitation program**

You may be required to participate in a rehabilitation program approved by Sun Life in writing.

It may include the involvement of our rehabilitation specialist, part-time work, working in another occupation or vocational training to help you become capable of normal work week employment.

Sun Life is under no obligation to approve or continue a rehabilitation program for an employee. We will consider such factors as financial considerations and our opinion on the merits of rehabilitation.

During your rehabilitation program, you will continue to be eligible for Long-Term Disability payments. However, the Long-Term Disability payments will be reduced by 50% of the income you receive under the rehabilitation program. During any month, the total income you receive from all sources cannot be more than 100% of your pre-disability basic earnings (after income tax if the benefit is non-taxable), indexed for inflation. In cases where the total income exceeds this limit, the Long-Term Disability payments will be reduced by the excess. Benefits will be paid for a maximum period of 24 months.

**Interrupted periods of disability after payments begin**

If you had a total disability for which we paid Long-Term Disability benefits and total disability occurs again due to the same or related causes, we will consider it a continuation of your previous disability if it occurs within 3 months of the end of your previous disability. You must be covered when total disability reoccurs.

In such cases, a new elimination period will not be applied. Benefits will be based on the coverage in force on the original date of total disability.

**If you recover damages from another person**

If you have a cause of action against a third party for income lost as a result of your disability, you will be required to complete a reimbursement agreement/direction form. You will also disclose all records, transcripts, reports and information which Sun Life (as agent for the University) may reasonably request with respect to the calculation or allocation of damages. If you fail to provide the above, your disability benefits under this plan will cease. After the completed reimbursement agreement/direction form and any other information requested by Sun Life has been received by Sun Life (as agent for the University), the monthly disability benefit will be paid subject to all other conditions of the plan.

You will be required to reimburse the amount of your overcompensation to Sun Life (as agent for the University). Your overcompensation shall be defined as any amount received for loss of income which is in excess of your actual loss of income for any given month. In calculating the amount of your overcompensation, the disability benefits payable under this plan as well as the compensation for lost income from all sources specified as income under the *What we will pay* section, plus interest, shall be considered and the net legal fees and disbursements attributable to the wage loss portion of the claim against the third party shall be deducted. The amount to be reimbursed, less interest, shall not exceed the amount of benefits paid by the plan administrator (as agent for the University). The reimbursement agreement/direction form will contain a direction that the amount is to be paid directly to the plan administrator (as agent for the University).

Sun Life (as agent for the University) shall have the right to consent to any proposed settlement of your claim, which consent will not be withheld unreasonably. In the event that you agree to a settlement without obtaining Sun Life's consent, and such settlement unreasonably compromises any further claim for loss of income or prejudgement interest to the prejudice of Sun Life, you will be deemed to have recovered the full loss of income.

Following notification to Sun Life (as agent for the University) of the judgement or settlement and release of proceeds, no further benefits will be paid under this plan until such time as Sun Life has been reimbursed

the amount determined in accordance with the reimbursement agreement/direction form.

If a lump sum payment is made under a judgement or settlement for loss of future income or earning capacity, Sun Life (as agent for the University) will be entitled to make a determination of the amount of compensation this represents on a monthly basis and to reduce the benefits under this plan for each month after the settlement or judgement by this monthly amount.

If monthly income is to be paid for loss of future income, the monthly benefit under this plan will be reduced by the income specified under the *What we will pay* section.

**Your responsibilities** During your total disability, you must make reasonable efforts to:

- n recover from your disability, including participating in any reasonable treatment or rehabilitation program and accepting any reasonable offer of modified duties from your employer.
- n return to your own occupation during the first 24 months that benefits are payable.
- n obtain training in order to qualify for another occupation if it becomes apparent that you will not be able to return to your own occupation within the first 24 months that benefits are payable.
- n try to obtain work in another occupation after the first 24 months that benefits are payable.
- n obtain benefits that may be available from other sources.

If you do not, Sun Life may hold back or discontinue benefits.

**When payments end** Your Long-Term Disability payments end on the earlier of the following dates:

- n the date you are no longer totally disabled.

- n the last day of the month in which you reach age 65.
- n the last day of the month in which you retire with a pension or are eligible to retire with a full pension or a full pension equivalent.
- n the date you are incarcerated in a prison or mental institution by authority of a criminal court.
- n the date you die. In such event the last payment will include the date of death.

**When coverage ends** Long-Term Disability coverage will end 6 months prior to the date you reach your normal retirement date. Coverage may also end on an earlier date, as specified in *General Information*.

**What is not covered** We will not pay benefits for any period:

- n you are not receiving appropriate treatment.
- n that you do any work for wage or profit except as approved by Sun Life.
- n you are not participating in an approved rehabilitation program, if required by Sun Life.
- n you are absent from Canada longer than 4 months due to any reason, unless Sun Life agrees in writing in advance to pay benefits during the period.
- n you are serving a prison sentence or are confined in a similar institution.

If you hold a government permit or license to perform your duties you will not be considered totally disabled solely because such permit or license has been withdrawn or not renewed.

Except as stated under *Maternity / parental leave of absence*, Sun Life will not pay benefits during a maternity or parental leave allowed by law or agreed to with your employer.



We will not pay benefits for total disability resulting from:

- n the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- n intentionally self-inflicted injuries or attempted suicide, while sane or insane.
- n participation in a criminal offence.

**When and how to make a claim**

To make a claim, complete the Notice of Claim for Group Long-Term Disability Benefits that is available from your employer.

Sun Life must receive written notice and proof of claim as soon as possible, but no later than 6 months after the end of the elimination period.

Part of the application process will include filling out claim forms that give us as many details about the claim as possible. You, the attending doctor and your employer will all have to complete claim forms.

We will assess the claim and send you or your employer a letter outlining our decision.

From time to time, Sun Life can require that you provide us with proof of your total disability. If you do not provide this information within 90 days of this request, you will not be entitled to benefits.

## Respecting Your Privacy

At Sun Life Financial, protecting your privacy is a priority. We maintain a confidential file in our offices containing personal information about you and your contract(s) with us. Our files are kept for the purpose of providing you with investment and insurance products or services that will help you meet your lifetime financial objectives. Access to your personal information is restricted to those employees, representatives and third party service providers who are responsible for the administration, processing and servicing of your contract(s) with us, our reinsurers or any other person whom you authorize. You are entitled to consult the information contained in our file and, if applicable, to have it corrected by sending a written request to us.

To find out about our Privacy Policy, visit our website at [www.sunlife.ca](http://www.sunlife.ca), or send a written request by e-mail to [privacyofficer@sunlife.com](mailto:privacyofficer@sunlife.com), or by mail to Privacy Officer, Sun Life Financial, 225 King St. West, Toronto, ON M5V 3C5 to request that a copy of our Privacy Brochure be sent to you.

