

your **group**
benefits

University of British Columbia

CUPE Local 116

**Contract Number 100328
Effective January 1, 2020**

Table of Contents

General Information	1
About this booklet	1
Eligibility.....	1
Enrolment.....	1
When coverage begins.....	2
Changes affecting your coverage.....	2
Updating your records.....	2
Accessing your records	3
When coverage ends.....	3
Replacement coverage.....	4
Making claims	4
Legal actions	5
Proof of disability.....	5
Medical examination	5
Recovering overpayments	5
Definitions.....	5
Long-Term Disability (Disability Benefit Plan).....	8
General description of the coverage	8
When disability payments begin.....	9
Interrupted periods of disability during elimination period.....	9
What we will pay.....	9
Maternity / parental leave of absence	11
Rehabilitation program.....	12
Interrupted periods of disability after payments begin	13
If you recover damages from another person	13
Your responsibilities	13
When payments end	14
When coverage ends.....	14
What is not covered.....	15
When and how to make a claim.....	16

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 contract 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 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.

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).

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. We do not consider you to be actively at work if you are receiving disability benefits or are participating in a rehabilitation program.

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.

If there are additional conditions for a particular benefit, these conditions will appear in the appropriate benefit section later in this booklet.

Changes affecting your coverage

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

For example, your employment status may change, or your employer may change the group contract. 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.

- n change of beneficiary.

Accessing your records

Where required by legislation, for insured benefits, you may obtain copies of the following documents:

- n your enrolment form or application for insurance.
- n any written statements or other record, not otherwise part of the application, that you provided to Sun Life as evidence of insurability.

For insured benefits, on reasonable notice, you may also request a copy of the contract.

The first copy will be provided at no cost to you but a fee may be charged for subsequent copies.

All requests for copies of documents should be directed to one of the following sources:

- n our website at www.mysunlife.ca.
- n our Customer Care centre by calling toll-free at 1-800-361-6212.

When coverage ends

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

- n the date your employment ends or you reach the normal retirement date (last day of month in which the employee turns 65) less 6 months.
- n the date you are no longer actively working.
- n the end of the period for which premiums have been paid to Sun Life for your coverage.
- n the date the group contract ends.
- n the date you no longer satisfy the eligibility requirements (as described under *Commencement of Coverage* in Appendix 2).

- n the date you enter the armed forces of any country on a full-time basis.
- n the date the benefits provision under which you are covered is terminated.

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.

Replacement coverage

The group contract will be interpreted and administered according to all applicable legislation and the guidelines of the Canadian Life and Health Insurance Association concerning the continuation of insurance following contract termination and the replacement of group insurance.

Sun Life will not be responsible for paying benefits if an insurer under a previous group contract is responsible for paying similar benefits.

If such legislation or guidelines require that Sun Life resume paying certain benefits because of a recurrence of an employee's total disability, Sun Life will resume payment at the same amount and for the remainder of the maximum benefit period.

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. If you fail to abide by these time limits, you may not be entitled to some or all benefit payments.

All claims must be made in writing on forms approved by Sun Life.

For the assessment of a claim, Sun Life may require medical records or reports, proof of payment, itemized bills, or other information Sun Life considers necessary. Proof of claim is at your expense.

Legal actions

Limitation period for Ontario:

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 *Limitations Act, 2002*.

Limitation period for any other province:

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* or other applicable legislation of your province or territory.

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 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.

<i>Appropriate treatment</i>	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.
<i>Basic earnings</i>	Basic earnings are your gross salary from your employer not including any commission, bonus, overtime or incentive pay.
<i>Doctor</i>	A doctor is a physician or surgeon who is licensed to practice medicine where that practice is located.
<i>Elimination period</i>	Elimination period is the period, which must be completed before disability benefits become payable.
<i>Employee</i>	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 contract holder.
<i>Employer</i>	The employer is the plan sponsor. The employer also has paymaster arrangements with other employers.
<i>Illness</i>	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.
<i>Normal retirement date</i>	Normal retirement date is deemed to be the last day of the month in which the employee reaches age 65.
<i>Paymaster employers</i>	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 contract holder.
<i>Pre-disability basic earnings</i>	Pre-disability basic earning is your monthly earnings immediately prior to the date total disability commenced.

<i>Proof of good health</i>	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.
<i>Retirement date</i>	If you are totally disabled, your retirement date is your 65th birthday, unless you have actually retired before then.
<i>University</i>	University of British Columbia(UBC).
<i>Waiting period</i>	A period of continuous active employment, as specified under <i>Eligibility</i> section, which an employee must complete prior to becoming covered.
<i>We, our and us</i>	We, our and us mean Sun Life Assurance Company of Canada.

Long-Term Disability (Disability Benefit Plan)

General description of the coverage

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 essential duties of your own occupation, and
- 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.

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.

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.

* Certain exceptions apply to the requirement that your total disability be uninterrupted. Please refer to the section below entitled *Interrupted periods of disability during elimination period* for details.

Interrupted periods of disability during elimination period

Interrupted periods of total disability due to the same or related causes occurring before the elimination period has been completed are treated as one period of disability and are accumulated to complete the elimination period as long as this benefit is in force and all of the following conditions are met:

- n there is no interruption of more than 30 days.
- n each period of total disability is completed within 12 months after the start of the elimination period.

The difference between your normal number of scheduled hours and the number of hours actually worked is credited towards the elimination period.

What we will pay

Here is how we calculate your Long-Term Disability payments. All references to income in this disability provision are to the gross amounts before any deductions.

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 \$4,500.

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 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, 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 employer.
- n under the Québec Parental Insurance Plan.

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

Step 3: If this amount plus the above sources of income and all the additional sources of income listed below exceeds 85% of your pre-disability basic earnings, we will reduce your Long-Term Disability payment by the excess. If your benefit is non-taxable, the maximum will be 85% of your pre-disability basic earnings after income tax.

Additional sources of income provided to you:

- n under any Workers' Compensation Act or similar law for another disability, excluding any automatic cost-of-living increases that occur after benefits begin.
- n from any employer for any work for wage or profit except as

approved by Sun Life.

- n under any Criminal Injuries Compensation Act or similar law, where allowed by law.

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 in January of each year to reflect the average increase, if any, in the Canadian Consumer Price Index over the 12 month period ending 3 months prior to the date of any adjustment. Any percentage increase to your benefit payment cannot exceed 3%. In the event of deflation, we will not decrease your benefit payment.

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 may 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. If during any month your total income is more than 100% of your pre-disability basic earnings, indexed for inflation (less provincial and federal income taxes if your benefit is non-taxable), your Long-Term Disability payments will be reduced by the excess. Benefits will be paid for a maximum period of 24 months.

You should consider participating in a rehabilitation program as soon as possible after becoming totally disabled. If you enter a rehabilitation

program during the elimination period, it will not be considered an interruption of the elimination period.

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 6 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

We have the right to part of any money you recover through legal action or settlement from another person, organization or company who caused your disability.

If you decide to take legal action, you must comply with the applicable terms of the group contract concerning legal action.

If you recover money, you must pay us 75% of your net recovery or the total disability income benefits paid or payable to you under this plan, whichever is less. Your net recovery does not include your legal costs. Seventy-five percent of your net recovery must be held in trust for us.

We have the right to withhold or discontinue disability income payments if you refuse or fail to comply with any of these terms.

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. However if:
 - o you must hold a government permit or licence to perform your own occupation, and
 - o you cease to be totally disabled but cannot return to your own occupation solely as a result of your government permit or licence having been withdrawn or not renewed solely due to your total disability,

benefit payments will continue until the earlier of:

- o 6 months after the date you cease to be totally disabled, or
- o the date your government permit or licence is reinstated or renewed.
- n the last day of the month in which you reach age 65.
- 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 retire. 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 partial disability or 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 do not pay benefits if your disability results directly or indirectly from a condition which existed on or before the date your coverage began. However, this limitation will not apply to you if:

- n you have been actively working continuously (up to 3 days of absence does not count) and covered for Long-Term Disability for any 13 consecutive week period within the first 12 months after coverage began and during this time and you have not been treated by a doctor, or any medical personnel under the direction of a doctor, for the condition, or
- n you became totally disabled more than 12 months after your coverage began.

If your coverage ends but you are covered again under this plan, we

will use the latest date your coverage began when applying the above limitation.

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.
- 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.

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 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.

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

Respecting your privacy is a priority for the Sun Life Financial group of companies. We keep in confidence personal information about you and the products and services you have with us to provide you with investment, retirement and insurance products and services to help you meet your lifetime financial objectives. To meet these objectives, we collect, use and disclose your personal information for purposes that include: underwriting; administration; claims adjudication; protecting against fraud, errors or misrepresentations; meeting legal, regulatory or contractual requirements; and we may tell you about other related products and services that we believe meet your changing needs. The only people who have access to your personal information are our employees, distribution partners such as advisors, and third-party service providers, along with our reinsurers. We will also provide access to anyone else you authorize. Sometimes, unless we are otherwise prohibited, these people may be in countries outside Canada, so your personal information may be subject to the laws of those countries. You can ask for the information in our files about you and, if necessary, ask us in writing to correct it. To find out more about our privacy practices, visit www.sunlife.ca/privacy.

You have a choice

We will occasionally inform you of other financial products and services that we believe meet your changing needs. If you do not wish to receive these offers, let us know by calling 1-877-SUN-LIFE (1-877-786-5433).

