

Elk Valley Coal Corporation

Plan Document Number: G0084600

Group Policy Number: G0038765

Class: Plan B - Fording River Union Hourly BC (USWA Local 7884)

Employee Name: _____

Certificate Number: _____

Welcome to Your Group Benefit Program

Plan Document Effective Date: January 01, 2004

Group Policy Effective Date: January 01, 2004

This Benefit Booklet has been specifically designed with your needs in mind, providing easy access to the information you need about the benefits to which you are entitled.

Group Benefits are important, not only for the financial assistance they provide, but for the security they provide for you and your family, especially in case of unforeseen needs.

Manulife Group Benefits Customer Service can answer any questions you may have about your benefits, or how to submit a claim. Please contact them at 1-800-268-6195.

Table of Contents

Benefit Summary	3
How to Use Your Benefit Booklet	8
Explanation of Commonly Used Terms	9
Why Group Benefits?	12
Your Employer's Representative	12
Applying for Group Benefits	12
Making Changes	12
The Claims Process	13
How to Submit a Claim	13
Co-ordination of Extended Health Care and Dental Care Benefits	13
Who Qualifies for Coverage?	16
Eligibility	16
Medical Evidence	16
Late Application	16
Effective Date of Coverage	17
Termination of Coverage	17
Your Group Benefits	18
Employee Life Insurance	18
Employee Optional Life Insurance	21
Dependent Optional Life Insurance	24
Extended Health Care	25
Dental Care	40
Survivor Extended Benefit	46
Weekly Income (Short Term Disability)	46
Long Term Disability	51
Notes	58

Benefit Summary

This Benefit Summary provides information about the specific benefits supplied by Manulife Financial that are part of your Group Plan.

This version of the Benefit Summary provided electronically: August 13, 2008

Employee Life Insurance

The Employee Life Insurance Benefit is insured under Manulife Financial's Policy G0038765.

Employee Life Insurance

Benefit Amount - 1.5 times your annual earnings, to a maximum of \$250,000

Termination Age - your benefit amount terminates at the first of the month coincident with or immediately following age 65 or retirement, whichever is earlier. On retirement your coverage may continue under Plan L.

Employee Optional Life Insurance

The Employee Optional Life Insurance Benefit is insured under Manulife Financial's Policy G0038765.

Employee Optional Life Insurance

Benefit Amount - an election of 1, 2, or 3 times your annual earnings, to a maximum of \$500,000 (minimum benefit of \$42,000)

Termination Age - your benefit amount terminates at the first of the month coincident with or immediately following age 65 or retirement, whichever is earlier

Dependent Optional Life Insurance

The Dependent Optional Life Insurance Benefit is insured under Manulife Financial's Policy G0038765.

Dependent Optional Life Insurance

Benefit Amount

- Spouse - 0.5 of the amount of the Employee's Optional Life benefit, to a maximum of \$250,000

- Child - \$10,000

Termination Age - your benefit amount terminates at the first of the month coincident with or immediately following age 65 or retirement, whichever is earlier

Benefit Summary

Extended Health Care

The Benefit

Overall Benefit Maximum - \$40,000 per lifetime

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

Not applicable to:

Hospital Care

Out-of-Province/Canada Emergency Medical Treatment

Note: *The deductible is not applicable to ManuAssist.*

Benefit Percentage (Co-insurance)

100% for

- Vision

- Drugs

- Hospital Care

- Medical Services & Supplies

- Professional Services

- Out-of-Province/Canada Emergency Medical Treatment

Note:

The Benefit Percentage for ManuAssist is 100%.

Termination Age - your benefit amount terminates at the end of the month following age 65 or earlier retirement

Prescription Drugs

- drugs or medicines dispensed by a licensed pharmacist, and which by law or convention require a written prescription of a physician or dentist
- injectable medications
- life-sustaining drugs
- non-prescription drugs and supplies required for the treatment of diabetes (excluding automatic jet injectors or similar equipment)

Charges for the following expenses are not covered:

- preventive vaccines and medicines (oral or injected)
- the administration of serums, vaccines, or injectable drugs
- drugs, biologicals and related preparations which are intended to be administered in hospital on an in-patient or out-patient basis and are not intended for a patient's use at home
- fertility drugs
- drugs used in the treatment of a sexual dysfunction
- oral contraceptives, intrauterine devices and diaphragms

*Extended Health Care
Extended Health Care -
The Benefit*

*Extended Health Care -
Prescription Drugs*

Benefit Summary

- Drug Maximums

Anti-smoking drugs - \$500 per lifetime

All other covered drug expenses - Unlimited

- Drug Maximums

Vision Care

- purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures, to a maximum of
 - If a Prescription Glasses claim had been paid in the previous calendar year, \$150 per calendar year
 - If a Prescription Glasses claim had not been paid in the previous calendar year or longer, \$300 per calendar year

**Extended Health Care -
Vision Care**

Professional Services

Services provided by the following licensed practitioners:

- Chiropractor - \$200 per calendar year combined for services of a chiropractor and a naturopath
- Podiatrist/Chiropodist - \$100 per calendar year
- Massage Therapist - \$250 per calendar year combined for services of a massage therapist and physiotherapist
- Speech Therapist* - \$100 per calendar year
- Physiotherapist - \$250 per calendar year combined for services of a massage therapist and physiotherapist
- Psychologist* - \$100 per calendar year
- Naturopath - \$200 per calendar year combined for services of a chiropractor and a naturopath
- Acupuncturist - \$100 per calendar year

**Extended Health Care -
Professional Services**

* Physician's note is required.

Note: Reasonable and customary per visit limitations will not be applied.

Benefit Summary

Dental Care

Dental Care
Dental Care - The
Benefit

The Benefit

Deductible - Nil

Dental Fee Guide - Current Fee Guide for General Practitioners and Specialists for the Province in which the services are rendered

If the services are rendered in Alberta, the current Fee Guide is considered to be the 1997 Alberta Dental Association Fee Guide for General Practitioners and Specialists plus inflationary adjustment as determined by Manulife Financial.

Benefit Percentage (Co-insurance)

- 100% for Level I - Basic Services
- 100% for Level II - Supplementary Basic Services
- 80% for Level III - Dentures
- 80% for Level IV - Major Restorative Services
- 50% for Level V - Orthodontics

Benefit Maximums

- unlimited for Level I, Level II, Level III and Level IV
- \$2,000 per lifetime for Level V

Termination Age - your benefit amount terminates at the end of the month following age 65 or earlier retirement

Weekly Income (Short Term Disability)

Weekly Income

The Weekly Income Benefit is insured under Manulife Financial's Policy G0038765.

Benefit Amount - \$530, but not less than 66 2/3% of the Employment Insurance Maximum insurable earnings

Qualifying Period :

- 12-hour shift employees - none, if the disability is due to an accident; 2 calendar days, if the disability is due to a sickness
- all other employees - none, if the disability is due to an accident; 3 calendar days, if the disability is due to a sickness
- for all employees, if hospitalized due to sickness prior to the end of the Qualifying Period, benefits are payable from the first day of hospitalization.

Benefit Summary

Maximum Benefit Period - 52 weeks

Termination Age - your benefit amount terminates at the first of the month coincident with or immediately following age 65 or retirement, whichever is earlier

Long Term Disability

The Long Term Disability Benefit is insured under Manulife Financial's Policy G0038765.

Long Term Disability

Benefit Amount - \$1,500

Qualifying Period - 52 weeks or expiration of Weekly Income benefits, whichever is earlier

Maximum Benefit Period - to age 65

Termination Age - your benefit amount terminates at the first of the month coincident with or immediately following age 65 less the Qualifying Period, or retirement, whichever is earlier

How to Use Your Benefit Booklet

Designed with Your Needs in Mind

The Benefit Booklet provides the information you need about your Group Benefits and has been specifically designed with YOUR needs in mind. It includes:

Your Benefit Booklet includes...

- a detailed Table of Contents, allowing quick access to the information you are searching for,
- Explanation of Commonly Used Terms, which provides a brief explanation of the terms used throughout this Benefit Booklet,
- a clear, concise explanation of your Group Benefits,
- information you need, and simple instructions, on how to submit a claim.

Important Note

Important Note

The purpose of this booklet is to outline the benefits for which you are eligible as an employee of Elk Valley Coal Corporation. The information in this booklet is a summary of the provisions of the Group Policy for the Employee Life Insurance, Employee Optional Life Insurance, Dependent Optional Life Insurance, Weekly Income and Long Term Disability Benefits, and the Plan Document for the Extended Health Care and Dental Care Benefits. In the event of a discrepancy between this booklet and the Policy or Plan Document (both available from your employer), the terms of the Policy or Plan Document will apply.

The booklet in either its paper or electronic form is provided for information purposes only and does not create or confer any contractual rights or obligations.

Possession of this booklet alone does not mean that you or your dependents are covered. The Group Policy and Plan Document must be in effect and you must satisfy all the requirements of the Plan.

We suggest you read this Benefit Booklet carefully, then file it in a safe place with your other important documents.

Your Group Benefit Card

Your Group Benefit Card

Your Group Benefit Card is the most important document issued to you as part of your Group Benefit Program. It is the only document that identifies you as a Plan Member. The Group Policy Number, Plan Document Number and your personal Certificate Number may be required before you are admitted to a hospital, or before you receive dental or medical treatment.

The Group Policy Number, Plan Document Number and your Certificate Number are also necessary for ALL correspondence with Manulife Financial. Please note that you can print your Certificate Number on the front of this booklet for easy reference.

Your Group Benefit Card is an important document. Please be sure to carry it with you at all times.

Explanation of Commonly Used Terms

The following is an explanation of the terms used in this Benefit Booklet.

Benefit Percentage (Co-insurance)

the percentage of Covered Expenses which is payable by the Administrator.

**Benefit Percentage
(Co-insurance)**

Covered Expenses

expenses that will be considered in the calculation of payment due under your Extended Health Care or Dental Care benefit.

Covered Expenses

Deductible

the amount of Covered Expenses that must be incurred and paid by you or your dependents before benefits are payable by the Administrator.

Deductible

Dependent

your Spouse or Child who is covered under the Provincial Plan.

Dependent

- Spouse

your legal spouse, or a person continuously living with you in a role like that of a marriage partner for at least 12 months.

- Child

- your natural or adopted child, or stepchild, who is:
 - unmarried;
 - under age 21, or under age 25 if a full-time student;
 - not employed on a full-time basis; and
 - not eligible for coverage as an employee under this or any other Group Benefit Program.
- a child who is incapacitated on the date he or she reaches the age when coverage would normally terminate will continue to be an eligible dependent. However, the child must have been covered under this Benefit Program immediately prior to that date.

A child is considered incapacitated if he or she is incapable of engaging in any substantially gainful activity and is dependent on the employee for support, maintenance and care, due to a mental or physical handicap.

You may be required to provide written proof of the child's condition as often as may reasonably be necessary.

- a stepchild must be living with you to be eligible.
- a newborn child shall become eligible from 14 days old for Dependent Optional Life Insurance and from the moment of birth for Extended Health Care and Dental Care Benefits.

Explanation of Commonly Used Terms

Drug

Drug

medications that have been approved for use by the Federal Government of Canada and have a Drug Identification Number.

Earnings

Earnings

- for Employee Life, Employee Optional Life and Long Term Disability insurance, minimum of Wage Grade 1
- for Weekly Income, your regular rate of pay from your employer (prior to deductions), including regular bonuses, regular overtime pay and regular commissions

If you are paid on a commission basis, earnings means your regular rate of pay, including commissions as shown on your T4-T4A for the previous calendar year. If you have less than one year of service with your employer, earnings will include an average of the total commissions paid over the period of actual employment with your employer.

For the purposes of determining the amount of your benefit at the time of claim, your earnings will be the lesser of:

- the amount reported on your claim form, or
- the amount reported by your employer to Manulife Financial and for which premiums have been paid.

Experimental or Investigational

Experimental or Investigational

not approved or broadly accepted and recognized by the Canadian medical profession, as an effective, appropriate and essential treatment of a sickness or injury, in accordance with Canadian medical standards.

Immediate Family Member

Immediate Family Member

you, your spouse or child, your parent or your spouse's parent, your brother or sister, or your spouse's brother or sister.

Licensed, Certified, Registered

Licensed, Certified, Registered

the status of a person who legally engages in practice by virtue of a license or certificate issued by the appropriate authority, in the place where the service is provided.

Life-Sustaining Drugs

Life-Sustaining Drugs

drugs which are necessary for the survival of the patient.

Medically Necessary

Medically Necessary

broadly accepted and recognized by the Canadian medical profession as effective, appropriate and essential in the treatment of a sickness or injury, in accordance with Canadian medical standards.

Explanation of Commonly Used Terms

Non-Evidence Limit

you must submit satisfactory medical evidence to Manulife Financial for Benefit Amounts greater than this amount.

Non-Evidence Limit

Provincial Plan

any plan which provides hospital, medical, or dental benefits established by the government in the province where the covered person lives.

Provincial Plan

Qualifying Period

a period of continuous total disability, starting with the first day of total disability, which you must complete in order to qualify for disability benefits.

Qualifying Period

Reasonable and Customary

within the usual range of charges being made by others of similar standing in the area in which the charge is incurred when providing the same or comparable services or supplies.

Reasonable and Customary

Take Home Pay (Net Earnings)

your earnings, less deductions normally made for federal and provincial income tax.

Take Home Pay (Net Earnings)

Waiting Period

the period of continuous employment with your employer which you must complete before you are eligible for Group Benefits.

Waiting Period

Ward

a hospital room with 3 or more beds which provides standard accommodation for patients.

Ward

Why Group Benefits?

Why Group Benefits?

Government health plans can provide coverage for such basic medical expenses as hospital charges and doctors' fees. In case of disability, government plans (such as Employment Insurance, Canada/Quebec Pension Plan, Workers' Compensation Act, etc.) may provide some financial assistance.

But government plans provide only basic coverage. Medical expenses or a disability can create financial hardship for you and your family.

Private health care and disability programs supplement government plans and can provide benefits not available through any government plan, providing security for you and your family when you need it most.

Your Employer's Representative

Your Employer's Representative

Your employer is responsible for ensuring that all employees are covered for the Benefits to which they are entitled by reporting all new enrolments, terminations, changes, etc., and keeping all records up to date.

As a member of this Group Benefit Program, it is up to you to provide your employer with the necessary information to perform such duties.

Your Employer's Representative is _____ Phone Number: (_____) _____ - _____
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Please record the name of your representative and the contact number in the space provided.

Applying for Group Benefits

Applying for Group Benefits

To apply for Group Benefits, you must submit a completed [Enrolment or Re-enrolment Application form](#), available from your employer. Your employer then forwards the application to Manulife Financial.

Making Changes

Making Changes

To ensure that coverage is kept up to date for yourself and your dependents, it is vital that you report any changes to your employer. Such changes could include:

- change in Dependent Coverage
- change in Beneficiary
- applying for coverage previously waived
- change in Name

The Claims Process

How to Submit a Claim

All claim forms, available from your employer, must be correctly completed, dated and signed. Remember, always provide your Group Policy Number, Plan Document Number and your Certificate number (found on your Group Benefit Card) to avoid any unnecessary delays in the processing of your claim.

Your employer can assist you in properly completing the forms, and answer any questions you may have about the claims process and your Group Benefit Program.

Payment of Extended Health Care and Dental Care Claims

Once the claim has been processed, Manulife Financial will send a Claim Statement to you.

The top portion of this form outlines the claim or claims made, the amount subtracted to satisfy deductibles, and the benefit percentage used to determine the final payment to be made to you. If you have any questions on the amount, your employer will help explain.

The bottom portion of this form is your claims payment, if applicable. Simply tear along the perforated line, endorse the back of the cheque and you can cash it at any chartered bank or trust company.

You should receive settlement of your claim within three weeks from the date of submission to Manulife Financial. If you have not received payment, please contact Manulife Group Benefits Customer Service at 1-800-268-6195.

Alternatively, you can register for direct deposit of Extended Health Care and Dental Care claims by going to www.manulife.ca/groupbenefits.

Co-ordination of Extended Health Care and Dental Care Benefits

If you or your dependents are covered for similar benefits under another Plan, this information will be taken into account when determining the amount of expenses payable under this Program.

This process is known as Co-ordination of Benefits. It allows for reimbursement of covered medical and dental expenses from all Plans, up to a total of 100% of the actual expense incurred.

Plan means:

- other Group Benefit Programs;
- any other arrangement of coverage for individuals in a group; and
- individual travel insurance plans.

Plan does not include school insurance or Provincial Plans.

How to Submit a Claim

Claim Payment

*Co-ordination of
Extended Health Care
and Dental Care
Benefits*

The Claims Process

Order of Benefit Payment

Order of Benefit Payment

A variety of circumstances will affect which Plan is considered as the “Primary Carrier” (ie., responsible for making the initial payment toward the eligible expense), and which Plan is considered as the “Secondary Carrier” (ie., responsible for making the payment to cover the remaining eligible expense).

- If the other Plan does not provide for Co-ordination of Benefits, it will be considered as the Primary Carrier, and will be responsible for making the initial payment toward the eligible expense.
- If the other Plan does provide for Co-ordination of Benefits, the following rules are applied to determine which Plan is the Primary Carrier.

- For Claims incurred by you or your Dependent Spouse:

The Plan covering you or your Dependent Spouse as an employee/member pays benefits before the Plan covering you or your Spouse as a dependent.

In situations where you or your Spouse have coverage as an employee/member under more than one Plan, the order of benefit payment will be determined as follows:

- The Plan where the person is covered as an active full-time employee, then
 - The Plan where the person is covered as an active part-time employee, then
 - The Plan where the person is covered as a retiree.
- For Claims incurred by your Dependent Child:

The Plan covering the parent whose birthday (month/day) is earlier in the calendar year pays benefits first. If both parents have the same birthdate, the Plan covering the parent whose first name begins with the earlier letter in the alphabet pays first.

However, if you and your Spouse are separated or divorced, the following order applies:

- The Plan of the parent with custody of the child, then
- The Plan of the spouse of the parent with custody of the child (i.e., if the parent with custody of the child remarries or has a common-law spouse, the new spouse’s Plan will pay benefits for the Dependent Child), then
- The Plan of the parent not having custody of the child, then
- The Plan of the spouse of the parent not having custody of the child (i.e., if the parent without custody of the child remarries or has a common-law spouse, the new spouse’s Plan will pay benefits for the Dependent Child).

The Claims Process

- Where you and your spouse share joint custody of the child, the Plan covering the parent whose birthday (month/day) is earlier in the calendar year pays benefits first. If both parents have the same birthdate, the Plan covering the parent whose first name begins with the earlier letter in the alphabet pays first.
- A claim for accidental injury to natural teeth will be determined under Extended Health Care Plans with accidental dental coverage before it is considered under Dental Plans.
- If the order of benefit payment cannot be determined from the above, the benefits payable under each Plan will be in proportion to the amount that would have been payable if Co-ordination of Benefits did not exist.
- If the person is also covered under an individual travel insurance plan, benefits will be co-ordinated in accordance with the guidelines provided by the Canadian Life and Health Insurance Association.

Submitting a Claim for Co-ordination of Benefits

Submitting a Claim for Co-ordination of Benefits

To submit a claim when Co-ordination of Benefits applies, refer to the following guidelines:

- As per the Order of Benefit Payment section, determine which Plan is the Primary Carrier and which is the Secondary Carrier.
- Submit all necessary claim forms and original receipts to the Primary Carrier.
- Keep a photocopy of each receipt or ask the Primary Carrier to return the original receipts to you once your claim has been settled.
- Once your claim has been settled by the Primary Carrier, you will receive a statement outlining how your claim has been handled. Submit this statement along with all necessary claim forms and receipts to the Secondary Carrier for further consideration of payment, if applicable.

Who Qualifies for Coverage?

Eligibility

Eligibility

You are eligible for Group Benefits if you:

- are a full-time union employee of Elk Valley Coal Corporation and work at least the Required Number of Hours,
- are a member of an eligible class,
- are younger than the Termination Age,
- are residing in Canada, and
- have completed the Waiting Period.

The Termination Age and Waiting Period may vary from benefit to benefit. For this information, please refer to each benefit in the section entitled Your Group Benefits.

Your dependents are eligible for coverage on the date you become eligible or the date you first acquire a dependent, whichever is later. You must apply for coverage for yourself in order for your dependents to be eligible.

Required Number of Hours

Required Number of Hours

Full-time employee - 24 hour(s) per week

Medical Evidence

Medical Evidence

Medical evidence is required for all benefits, except Dental, when you make a Late Application for coverage on any person. Medical evidence is required when you apply for coverage in excess of the Non-Evidence Limit.

Late Application

Late Application

If you apply for benefits that were previously waived because you were covered for similar benefits under your spouse's plan, your application is considered late when you:

- apply for benefits more than 31 days after the date benefits terminated under your spouse's plan; or
- apply for benefits, and benefits under your spouse's plan have not terminated.

Medical evidence can be submitted by completing the [Evidence of Insurability form](#), available from your employer. Further medical evidence may be requested by Manulife Financial.

Who Qualifies for Coverage?

Effective Date of Coverage

Effective Date of Coverage

- If medical evidence is not required, your Group Benefits will be effective on the date you are eligible.
- If medical evidence is required, your Group Benefits will be effective on the date you become eligible or the date the evidence is approved by Manulife Financial, whichever is later.

You must be actively at work for plan benefit coverage to become effective. If you are not actively at work on the date your coverage would normally become effective, your coverage will take effect on the next day on which you are again actively at work.

Your dependent's coverage becomes effective on the date the dependent becomes eligible, or the date any required medical evidence on the dependent is approved by Manulife Financial, whichever is later.

Your dependent's coverage will not be effective prior to the date your coverage becomes effective. Dependent Optional Life Insurance, for your spouse only, will not be effective prior to the date your Employee Optional Life Insurance becomes effective.

Termination of Coverage

Termination of Coverage

Your Group Benefit coverage will terminate on the earliest of:

- the date you cease to be an eligible employee,
- the date you cease to be actively at work, unless the Group Policy or the Plan Document allows for your coverage to be extended beyond this date,
- the date your employer terminates coverage,
- the date you enter the armed forces of any country on a full-time basis,
- the date the Group Policy or Plan Document terminates or coverage on the class to which you belong terminates,
- the date you reach the Termination Age, or
- the date of your death.

Your dependents' coverage terminates on the date your coverage terminates or the date the dependent ceases to be an eligible dependent, whichever is earlier.

Your Group Benefits

Employee Life Insurance

Employee Life Insurance

The Employee Life Insurance Benefit is insured under Manulife Financial's Policy G0038765.

If you die while insured, this benefit provides financial assistance to your beneficiary. If your beneficiary dies before you or if there is no designated beneficiary, this benefit is payable to your estate.

The Benefit

Employee Life - The Benefit

Benefit Amount - 1.5 times your annual earnings, to a maximum of \$250,000

Non-Evidence Limit - \$250,000

Qualifying Period for Waiver of Premium - 52 weeks or expiration of Weekly Income benefits, whichever is earlier

Termination Age - your benefit amount terminates at the first of the month coincident with or immediately following age 65 or retirement, whichever is earlier

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date
none for all other employees

Submitting a Claim

To submit an Employee Life Insurance claim, your beneficiary must complete the [Life Claim form](#) which is available from your Plan Administrator.

Documents necessary to submit with the form are listed on the form.

A completed claim form must be submitted within 90 days from the date of the loss.

To submit a claim for the Waiver of Premium benefit you must complete a Waiver of Premium claim form, which is available from your Plan Administrator. Your attending physician must also complete a portion of this form.

A completed claim form must be submitted within 180 days from the end of the qualifying period.

Waiver of Premium

Employee Life Insurance - Submitting a Claim

Employee Life Insurance - Waiver of Premium

If you become Totally Disabled while insured and prior to age 65 and meet the Entitlement Criteria outlined below, your Life Insurance will continue without payment of premium.

Your Group Benefits

Definition of Totally Disabled

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

- your own occupation, during the Qualifying Period and the 24 months immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 24 months specified above

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

Entitlement Criteria

To be entitled to Waiver of Premium, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 3 weeks due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 24 months, and
 - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 24 months specified above.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

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

***Employee Life
Insurance - Totally
Disabled***

***Employee Life
Insurance - Entitlement
Criteria***

Your Group Benefits

Termination of Waiver of Premium

Employee Life Insurance - Termination of Waiver of Premium

Your Waiver of Premium will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit.
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 24 months, and
 - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 24 months specified above.
- the date you are no longer receiving from a physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by Manulife Financial.
- the date you do not attend an examination by an examiner selected by Manulife Financial.
- the date of your death.
- the date of your 65th birthday.

Recurrent Disability

Employee Life Insurance - Recurrent Disability

If you become Totally Disabled again from the same or related causes as those for which premiums were previously waived, and such disability recurs within 1 month and 2 weeks of cessation of the Waiver of Premium benefit, Manulife Financial will waive the Qualifying Period.

Your amount of insurance on which premiums were previously waived will be reinstated.

If the same disability recurs more than 1 month and 2 weeks after cessation of your Waiver of Premium benefit, such disability will be considered a separate disability.

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

Your Group Benefits

Conversion Privilege

If your Group Benefits terminate or reduce, you may be eligible to convert your Employee Life Insurance to an individual policy, without medical evidence. Your application for the individual policy along with the first monthly premium must be received by Manulife Financial within 31 days of the termination or reduction of your Employee Life Insurance. If you die during this 31-day period, the amount of Employee Life Insurance available for conversion will be paid to your beneficiary or estate, even if you didn't apply for conversion.

For more information on the conversion privilege, please see your Plan Administrator.

***Employee Life
Insurance - Conversion
Privilege***

Employee Optional Life Insurance

The Employee Optional Life Insurance Benefit is insured under Manulife Financial's Policy G0038765.

If you die while insured, this benefit provides financial assistance to your beneficiary, in addition to your Employee Life Insurance Benefit. If your beneficiary dies before you or if there is no designated beneficiary, this benefit is payable to your estate.

The Benefit

Benefit Amount - an election of 1, 2, or 3 times your annual earnings, to a maximum of \$500,000 (minimum benefit of \$42,000)

Non-Evidence Limit - All amounts are subject to Evidence of Insurability. However, evidence of insurability will be waived for Optional Life Insurance if applied for within 30 days of the date eligible.

Qualifying Period for Waiver of Premium - 52 weeks or expiration of Weekly Income benefits, whichever is earlier

Termination Age - your benefit amount terminates at the first of the month coincident with or immediately following age 65 or retirement, whichever is earlier

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date
first of the month following the date of hire for all other employees

To apply for Employee Optional Life Insurance you must complete the Application for Optional Life form which is available from your Plan Administrator.

For details on Submitting a Claim and Conversion Privilege, please refer to Employee Life Insurance.

***Employee Optional Life
Insurance***

***Employee Optional Life
Insurance - The Benefit***

Your Group Benefits

Waiver of Premium

Employee Optional Life Insurance - Waiver of Premium

If you become Totally Disabled while insured and prior to age 65 and meet the Entitlement Criteria outlined below, your Life Insurance will continue without payment of premium.

Definition of Totally Disabled

Employee Optional Life Insurance - Totally Disabled

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

- your own occupation, during the Qualifying Period and the 24 months immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 24 months specified above

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

Entitlement Criteria

Employee Optional Life Insurance - Entitlement Criteria

To be entitled to Waiver of Premium, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 3 weeks due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 24 months, and
 - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 24 months specified above.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

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

Your Group Benefits

Termination of Waiver of Premium

Employee Optional Life Insurance - Termination of Waiver of Premium

Your Waiver of Premium will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit.
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 24 months, and
 - any occupation for which you are qualified, or may reasonably become qualified by training, education or experience, after the 24 months specified above.
- the date you are no longer receiving from a physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by Manulife Financial.
- the date you do not attend an examination by an examiner selected by Manulife Financial.
- the date of your death.
- the date of your 65th birthday.

Recurrent Disability

Employee Optional Life Insurance - Recurrent Disability

If you become Totally Disabled again from the same or related causes as those for which premiums were previously waived, and such disability recurs within 1 month and 2 weeks of cessation of the Waiver of Premium benefit, Manulife Financial will waive the Qualifying Period.

Your amount of insurance on which premiums were previously waived will be reinstated.

If the same disability recurs more than 1 month and 2 weeks after cessation of your Waiver of Premium benefit, such disability will be considered a separate disability.

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

Exclusions

Employee Optional Life Insurance - Exclusions

If death results from suicide any amount of Optional Life Insurance that has been in effect for less than one year will not be payable.

Your Group Benefits

Dependent Optional Life Insurance

Dependent Optional Life Insurance

The **Dependent Optional Life Insurance Benefit** is insured under **Manulife Financial's Policy G0038765**.

If one of your dependents dies while insured, the amount of this benefit will be paid to you.

The Benefit

Dependent Optional Life Insurance - The Benefit

Benefit Amount

- Spouse - 0.5 of the amount of the Employee's Optional Life benefit, to a maximum of \$250,000

- Child - \$10,000

Non-Evidence Limit - All amounts are subject to Evidence of Insurability. However, evidence of insurability will be waived for Dependent Optional Life Insurance if applied for within 30 days of the date eligible.

Termination Age - your benefit amount terminates at the first of the month coincident with or immediately following age 65 or retirement, whichever is earlier

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date
first of the month following the date of hire for all other employees

To apply for Dependent Optional Life Insurance you must complete the Application for Optional Life form which is available from your Plan Administrator.

For your dependents to be eligible for Dependent Optional Life Insurance, you must be insured for Employee Optional Life Insurance.

Submitting a Claim

Dependent Optional Life Insurance - Submitting a Claim

To submit a Dependent Optional Life Insurance claim, you must complete the [Life Claim form](#) which is available from your Plan Administrator. Documents necessary to submit with the form are listed on the form.

A completed claim form must be submitted within 90 days from the date of loss.

Waiver of Premium

Dependent Optional Life Insurance - Waiver of Premium

Please refer to Employee Life Insurance for details on the Waiver of Premium provision.

Your Group Benefits

Conversion Privilege

If your spouse's insurance terminates, he or she may be eligible to convert the terminated insurance to an individual policy, without medical evidence. Your spouse's application for the individual policy, along with the first monthly premium, must be received by Manulife Financial, within 31 days of the termination date. If your spouse dies during this 31-day period, the amount of Dependent Optional Life Insurance available for conversion will be paid to you, even if your spouse didn't apply for conversion.

For more information on the conversion privilege, please see your Plan Administrator.

***Dependent Optional
Life Insurance -
Conversion Privilege***

Exclusions

If death results from suicide any amount of Dependent Optional Life Insurance that has been in effect for less than one year will not be payable.

***Dependent Optional
Life Insurance -
Exclusions***

Extended Health Care

Your Extended Health Care Benefit is provided directly by Elk Valley Coal Corporation. Manulife Financial has been contracted to adjudicate and administer your claims for this benefit following the standard insurance rules and practices. Payment of any eligible claim will be based on the provisions and conditions outlined in this booklet and your employer's Benefit Plan.

Extended Health Care

If you or your dependents incur charges for any of the Covered Expenses specified, your Extended Health Care benefit can provide financial assistance.

Payment of Covered Expenses is subject to any maximum amounts shown below under The Benefit and in the expenses listed under Covered Expenses.

Claim amounts that will be applied to the maximum are the amounts paid after applying the Deductible, Benefit Percentage, and any other applicable provisions.

Drug Benefit for Quebec Residents

Group benefit plans that provide prescription drug coverage to Quebec residents must meet certain requirements under Quebec's prescription drug insurance legislation (An Act Respecting Prescription Drug Insurance And Amending Various Legislative Provisions). If you and your dependents reside in Quebec, the provisions specified under Drug Benefit For Persons Who Reside In Quebec, will apply to your drug benefit.

Your Group Benefits

The Benefit

Extended Health Care - The Benefit

Overall Benefit Maximum - \$40,000 per lifetime

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

Not applicable to:

Hospital Care

Out-of-Province/Canada Emergency Medical Treatment

Note: *The deductible is not applicable to ManuAssist.*

Benefit Percentage (Co-insurance)

100% for

- Vision

- Drugs

- Hospital Care

- Medical Services & Supplies

- Professional Services

- Out-of-Province/Canada Emergency Medical Treatment

Note:

The Benefit Percentage for ManuAssist is 100%.

Termination Age - your benefit amount terminates at the end of the month following age 65 or earlier retirement

Waiting Period

the first of the month following the date of employment for employees hired on or prior to the Plan Document Effective Date

the first of the month following the date of employment for all other employees

Covered Expenses

Extended Health Care - Covered Expenses

The expenses specified are covered to the extent that they are reasonable and customary (unless otherwise specified), as determined by Manulife Financial, provided they are:

- medically necessary for the treatment of sickness or injury and recommended by a physician
- incurred for the care of a person while covered under this Group Benefit Program
- reasonable taking all factors into account
- not covered under the Provincial Plan or any other government-sponsored program
- legally insurable

Your Group Benefits

Advance Supply Limitation

Payment of any Covered Expenses under this benefit which may be purchased in large quantities will be limited to the purchase of up to a 3 months' supply at any one time.

***Extended Health Care -
Advance Supply
Limitation***

Hospital Care

- charges, in excess of the hospital's public ward charge, for private accommodation, provided:
 - the person was confined to hospital on an in-patient basis, and
 - the accommodation was specifically elected in writing by the patient

***Extended Health Care -
Hospital Care***

Prescription Drugs

- drugs or medicines dispensed by a licensed pharmacist, and which by law or convention require a written prescription of a physician or dentist
- injectable medications
- life-sustaining drugs
- non-prescription drugs and supplies required for the treatment of diabetes (excluding automatic jet injectors or similar equipment)

***Extended Health Care -
Prescription Drugs***

Charges for the following expenses are not covered:

- preventive vaccines and medicines (oral or injected)
- the administration of serums, vaccines, or injectable drugs
- drugs, biologicals and related preparations which are intended to be administered in hospital on an in-patient or out-patient basis and are not intended for a patient's use at home
- fertility drugs
- drugs used in the treatment of a sexual dysfunction
- oral contraceptives, intrauterine devices and diaphragms

- Drug Maximums

Anti-smoking drugs - \$500 per lifetime

All other covered drug expenses - Unlimited

- Drug Maximums

Your Group Benefits

Vision Care

Extended Health Care - Vision Care

- purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures, to a maximum of
 - If a Prescription Glasses claim had been paid in the previous calendar year, \$150 per calendar year
 - If a Prescription Glasses claim had not been paid in the previous calendar year or longer, \$300 per calendar year

Professional Services

Extended Health Care - Professional Services

Services provided by the following licensed practitioners:

- Chiropractor - \$200 per calendar year combined for services of a chiropractor and a naturopath
- Podiatrist/Chiropodist - \$100 per calendar year
- Massage Therapist - \$250 per calendar year combined for services of a massage therapist and physiotherapist
- Speech Therapist* - \$100 per calendar year
- Physiotherapist - \$250 per calendar year combined for services of a massage therapist and physiotherapist
- Psychologist* - \$100 per calendar year
- Naturopath - \$200 per calendar year combined for services of a chiropractor and a naturopath
- Acupuncturist - \$100 per calendar year

* Physician's note is required.

Note: Reasonable and customary per visit limitations will not be applied.

Expenses for some of these Professional Services may be payable in part by Provincial Plans. Coverage for the balance of such expenses prior to reaching the Provincial Plan maximum may be prohibited by provincial legislation. In those provinces, expenses under this Benefit Program are payable after the Provincial Plan's maximum for the benefit year has been paid.

Recommendation by a physician for Professional Services is not required, except Speech Therapist and Psychologist.

Your Group Benefits

Medical Services and Supplies

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

**Extended Health Care -
Medical Services and
Supplies**

Private Duty Nursing

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

- Private Duty Nursing

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

Covered Expenses are subject to a maximum of 720 hours per calendar year.

Charges for the following services are not covered:

- service provided primarily for custodial care, homemaking duties, or supervision
- service performed by a nursing practitioner who is an immediate family member or who lives with the patient
- service performed while the patient is confined in a hospital, nursing home, or similar institution
- service which can be performed by a person of lesser qualification, a relative, friend, or a member of the patient's household

Pre-Determination of Benefits

Before the services begin, it is advisable that you submit a detailed treatment plan with cost estimates. You will then be advised of any benefit that will be provided.

Ambulance

- licensed ambulance service provided in the patient's province of residence, including air ambulance, to transfer the patient to the nearest hospital where adequate treatment is available

- Ambulance

Medical Equipment

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

- Medical Equipment

- Mobility Equipment: crutches, canes, walkers, and wheelchairs

- Durable Medical Equipment: manual hospital beds, respiratory and oxygen equipment, and other durable equipment usually found only in hospitals

Your Group Benefits

Non-Dental Prostheses, Supports and Hearing Aids

- external prostheses. Mastectomy prostheses are subject to a maximum of \$150 per calendar year.
- surgical stockings, up to a maximum of 4 pairs per calendar year
- surgical brassieres, up to a maximum of 4 calendar year
- stump socks, up to a maximum \$200 per calendar year
- braces (other than foot braces), trusses, collars, leg orthosis, casts and splints
- stock-item orthopaedic shoes and modifications or adjustments to stock-item orthopaedic shoes or regular footwear, up to a maximum of \$200 per calendar year for a dependent child under 21 years of age and \$400 per calendar year for any other person, combined with custom-made orthotics (recommendation of either a physician or a podiatrist is required)
- custom-made shoes which are required because of a medical abnormality that, based on medical evidence, cannot be accommodated in a stock-item orthopaedic shoe or a modified stock-item orthopaedic shoe, up to a maximum of 1 pair per calendar year (must be constructed by a certified orthopaedic footwear specialist)
- casted, custom-made orthotics, up to a maximum of \$200 per calendar year for a dependent child under 21 years of age and \$400 per calendar year for any other person, combined with stock-item orthopaedic shoes (recommendation of either a physician or a podiatrist is required)
- cost, installation, repair and maintenance of hearing aids, (including charges for batteries) to a maximum of \$400 per 5 calendar years for dependent children under 16 years of age

Other Supplies and Services

- ileostomy, colostomy and incontinence supplies
- medicated dressings and burn garments
- wigs and hairpieces for patients with temporary hair loss as a result of medical treatment, up to a maximum of \$500 per lifetime
- oxygen
- microscopic and other similar diagnostic tests and services rendered in a licensed laboratory in the province of Quebec
- charges for the treatment of accidental injuries to natural teeth or jaw, provided the treatment is rendered within 12 months of the accident, excluding injuries due to biting or chewing

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

*- Other Supplies and
Services*

Your Group Benefits

Out-of-Province/Out-of-Canada

-
**Out-of-Province/Out-of-
Canada**

- treatment required as a result of a medical emergency which occurs while temporarily outside the province of residence, provided the covered person who receives the treatment is also covered by the Provincial Plan during the absence from the province of residence.

A medical emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while a covered person is travelling outside his province of residence and requires immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician and supporting medical evidence, the covered person is stable enough to return to his province of residence.

For all non-emergency medical treatment out of Canada:

- the treatment must be recommended by a physician practicing in Canada, and
- it is advisable that you submit a detailed treatment plan with cost estimates before treatment begins. You will then be notified of any benefit that will be provided.

Charges for the following are payable under this expense:

- physician's services
- hospital room and board at standard ward rates. Charges in excess of ward rates are payable, if hospital coverage is provided under this Benefit Program.
- the cost of special hospital services
- hospital charges for out-patient treatment
- licensed ambulance services, including air ambulance, to transfer the patient to the nearest medical facility or hospital where adequate treatment is available
- medical evacuation for admission to a hospital or medical facility in the province where the patient normally resides

The amount payable for these expenses will be the reasonable and customary charges less the amount payable by the Provincial Plan.

Charges incurred outside the province of residence for all other Covered Extended Health Care Expenses are payable on the same basis as if they were incurred in the province of residence.

Your Group Benefits

ManuAssist

Extended Health Care - ManuAssist

ManuAssist is a travel assistance program available for you and your covered dependents. The assistance services are delivered through an international organization, specializing in travel assistance. The following services are provided, when required as a result of a medical emergency while travelling outside your province of residence.

Details on your ManuAssist benefit are provided below, as well as in your ManuAssist brochure.

Medical Emergency Assistance

A Medical Emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while a covered person is travelling outside his province of residence and requires immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician, the covered person is able to return to his province of residence.

a) 24-Hour Access

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

b) Medical Referral

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

c) Claims Payment Service

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

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

d) Medical Care Monitoring

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

Your Group Benefits

e) **Medical Transportation**

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

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

f) **Return of Dependent Children**

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

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

g) **Trip Interruption/Delay**

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

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

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

h) **After Hospital Convalescence**

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

Your Group Benefits

i) **Visit of Family Member**

Expenses incurred for round-trip economy transportation will be paid for an immediate family member to visit a covered person who, while travelling alone, becomes hospitalized and is expected to be hospitalized for longer than 7 days. The visit must be approved in advance by the administrator.

j) **Vehicle Return**

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

k) **Identification of Deceased**

If a covered person dies while travelling alone, expenses incurred for round-trip economy transportation will be paid for an immediate family member to travel, if necessary, to identify the deceased prior to release of the body.

l) **Meals and Accommodation**

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

Non-Medical Assistance

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

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

b) **Lost Document and Ticket Replacement**

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

c) **Legal Referral**

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

Your Group Benefits

d) **Interpretation Service**

Telephone interpretation service in most major languages is provided.

e) **Message Service**

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

f) **Pre-trip Assistance Service**

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

Exceptions

The administrator, and the company contracted by the administrator to provide the travel assistance services described in this benefit, will not be responsible for the availability, quality, or results of any medical treatment, or the failure of a covered person to obtain medical treatment or emergency assistance services for any reason.

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

How to Access ManuAssist - Your ManuAssist Card

Your ManuAssist card lists the toll free numbers to call in case of an emergency, while travelling outside your province. The toll free number will put you in touch with the international travel assistance organization.

Your ManuAssist card also lists your I.D. number and plan document number, which the travel assistance organization needs to confirm that you are covered by ManuAssist.

If you do not have a ManuAssist Card, please contact your employer.

Your Group Benefits

Submitting a Claim

Extended Health Care - Submitting a Claim

To submit an Extended Health Care claim, you must complete an [Extended Health Care Claim form](#) , except when claiming for physician or hospital expenses incurred outside your province of residence. For these expenses, you must complete an Out-of-Province/Out-of-Canada claim form. Claim forms are available from your employer.

All applicable receipts must be attached to the completed claim form when submitting it to Manulife Financial.

All claims must be submitted within 12 months after the date the expense was incurred.

Claims for Out-of-Canada expenses must first be submitted to the Provincial Plan for payment. Any outstanding balance should be submitted to Manulife Financial, along with the explanation of payment from the Provincial Plan.

Subrogation (Third Party Liability)

Subrogation (Third Party Liability)

If your medical expenses result from an injury caused by another person and you have the legal right to recover damages, the administrator on behalf of your employer may request that you complete a subrogation reimbursement agreement when you submit a claim for such expenses.

On settlement or judgement of your legal action, you will be required to reimburse the administrator on behalf of your employer those amounts you recover which, when added to the payments you received from the administrator on behalf of your employer, exceed 100% of your incurred expenses.

Your Group Benefits

Exclusions

Extended Health Care - Exclusions

No Extended Health Care benefits are payable for expenses related to:

- self-inflicted injuries
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- committing or attempting to commit an assault or criminal offence
- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol
- an illness or injury for which benefits are payable under any government plan or workers' compensation
- charges for periodic check-ups, broken appointments, third party examinations, travel for health purposes, or completion of claim forms
- services or supplies provided by an employer's medical or dental department
- services or supplies for which no charge would normally be made in the absence of group benefit coverage
- services and supplies where reimbursement would have been made under a government-sponsored plan, in the absence of coverage
- services or supplies which are not permitted by law to be paid
- services or supplies which are required for recreation or sports
- services or supplies which would have been payable by the Provincial Plan if proper application had been made
- medical treatment which is not usual or customary, or is experimental or investigational in nature
- medical or surgical care which is cosmetic
- services or supplies which are performed or provided by the covered person, an immediate family member or a person who lives with the covered person
- services or supplies which are provided while confined in a hospital on an in-patient basis
- services or supplies which are not specified as a covered expense under this benefit

Your Group Benefits

Drug Benefit For Persons Who Reside In Quebec

If you and your dependents reside in Quebec, the following provisions apply to your drug benefit coverage.

Covered Drug Expenses

The following expenses are covered:

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

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

The following provisions apply only to the coverage of drugs that are on the RAMQ List, as legislated by An Act Respecting Prescription Drug Insurance (R.S.Q. c., A-29-01). Coverage for all other drugs will be subject to the regular provisions included in this Benefit Booklet:

a) Benefit Percentage

Prior to the annual out-of-pocket maximum being reached, the percentage of covered drug expenses payable under this benefit will be as follows:

- i) For any drug on the RAMQ List which is not otherwise covered under the terms of this Benefit, the percentage payable is the percentage as set out by the then applicable Legislation
- ii) For any drug on the RAMQ List which is covered under the terms of this Benefit, the percentage payable is the greater of:
 - the benefit percentage stated under The Benefit; and
 - the percentage as set out by the then applicable Legislation.

After the annual out-of-pocket maximum has been reached, the percentage of covered drug expenses payable under this benefit will be 100%.

b) Annual Out-of-Pocket Maximum

The annual out-of-pocket maximum is the portion of covered drug expenses which must be paid by you and your spouse in a calendar year, before the percentage payable under this benefit will be 100%. Amounts that will be applied to the annual out-of-pocket maximum are

- i) deductible amounts, and

Your Group Benefits

- ii) the portion of covered drug expenses that is paid by a covered person, when the percentage of covered expenses payable under this benefit is less than 100%.

The annual out-of-pocket maximum for you and your spouse is as stipulated in the Legislation and includes those portions of covered drug expenses paid for your dependent children.

For the purposes of calculating the out-of-pocket maximum for you and your spouse, those portions of covered drug expenses paid for your dependent children will be applied to the person who is closest to reaching the annual out-of-pocket maximum.

c) **Deductible**

Deductible amounts (if any) for the drug benefit will apply, until the annual out-of-pocket maximum is reached. Thereafter, the deductible will not apply.

d) **Lifetime Maximums**

Lifetime maximums (if any) for the drug benefit will not apply. Drug coverage provided after the lifetime maximum amount stated under the benefit is reached is subject to the following conditions:

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

e) **Eligible Dependent Children**

Your eligible dependent children who are in full-time attendance at an accredited educational institution will be covered until the later of:

- i) the age specified in this Benefit Booklet (please refer to definition of child in the Explanation of Common Insurance Terms); and
- ii) age 26.

Drug coverage provided for dependent children after the age stated in this Benefit Booklet is subject to the following conditions:

- only drugs that are on the RAMQ List are covered, and
- the percentage payable by the Administrator for covered expenses is the percentage as set out by the then applicable Legislation.

Your Group Benefits

f) Termination Age

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

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

Coverage for drugs that are listed as a covered expense in this Benefit Booklet but are not on the RAMQ List

Coverage for drugs that are listed as a covered expense under this Benefit but not on the RAMQ List will be subject to all the standard provisions included in this Benefit Booklet.

Dental Care

Dental Care

Your Dental Care Benefit is provided directly by Elk Valley Coal Corporation. Manulife Financial has been contracted to adjudicate and administer your claims for this benefit following the standard insurance rules and practices. Payment of any eligible claim will be based on the provisions and conditions outlined in this booklet and your employer's Benefit Plan.

If you or your dependents require any of the dental services specified under Covered Expenses, your Dental Care benefit can provide financial assistance.

Payment of Covered Expenses is subject to any maximum amounts shown below under The Benefit and in the expenses listed under Covered Expenses.

Claim amounts that will be applied to the maximum are the amounts paid after applying the Deductible, Benefit Percentage, and any other applicable provisions.

The Benefit

Dental Care - The Benefit

Deductible - Nil

Dental Fee Guide - Current Fee Guide for General Practitioners and Specialists for the Province in which the services are rendered

If the services are rendered in Alberta, the current Fee Guide is considered to be the 1997 Alberta Dental Association Fee Guide for General Practitioners and Specialists plus inflationary adjustment as determined by Manulife Financial.

Your Group Benefits

Benefit Percentage (Co-insurance)

- 100% for Level I - Basic Services
- 100% for Level II - Supplementary Basic Services
- 80% for Level III - Dentures
- 80% for Level IV - Major Restorative Services
- 50% for Level V - Orthodontics

Benefit Maximums

- unlimited for Level I, Level II, Level III and Level IV
- \$2,000 per lifetime for Level V

Termination Age - your benefit amount terminates at the end of the month following age 65 or earlier retirement

Waiting Period

the first of the month following 6 months of employment for employees hired on or prior to the Plan Document Effective Date

the first of the month following 6 months of employment for all other employees

Covered Expenses

The following expenses are covered if they:

- are incurred for the necessary dental care of a covered person while covered under this benefit
- are incurred for services provided by a dentist, a dental hygienist working under the supervision of a dentist, or a denturist working within the scope of his license
- are reasonable as determined by Manulife Financial, taking all factors into account, and
- do not exceed the fees recommended in the Dental Fee Guide, or reasonable and customary charges as determined by your Manulife Financial, if the expenses are not listed in the Dental Fee Guide.

Dental Care - Covered Expenses

Alternate Treatment

Where any two or more courses of treatment covered under this benefit would produce professionally adequate results for a given condition, benefits will be paid as if the least expensive course of treatment were used. Your administrator will determine the adequacy of the various courses of treatment available, through a professional dental consultant.

Dental Care - Alternate Treatment

Your Group Benefits

Level I - Basic Services

Dental Care - Level I - Basic Services

- complete oral exams
- full-mouth x-rays
- panoramic x-rays
- recall exams, once per 6 months
- bitewing x-rays
- routine diagnostic and laboratory procedures. Diagnostic models limited to once per calendar year.
- one unit of light scaling and one unit of polishing once per 6 months, when the service is performed outside Quebec, or prophylaxis (light scaling and polishing), once per 6 months, when the service is performed in Quebec
- fluoride treatments, once per 6 months
- oral hygiene instruction
- amalgam, silicate, acrylic and composite fillings (once per tooth per 24 months), retentive pins and pit and fissure sealants. Replacement fillings are covered provided:
 - the existing filling is at least 12 months old and must be replaced either due to significant breakdown of the existing filling or recurrent decay, or
 - the existing filling is amalgam and there is medical evidence indicating that the patient is allergic to amalgam
- pins, posts and cores
- pre-fabricated full coverage restorations (metal and plastic)
- stainless steel crowns (once per tooth per 24 months)
- repairs, removal, recementation of bridges, crowns, inlays, onlays and veneers
- onlays (once per tooth per 60 months)
- correction of temporomandibular joint dysfunction
- space maintainers (appliances placed for orthodontic purposes are not covered)
- minor surgical procedures and post surgical care
- extractions (including impacted and residual roots)
- consultations, once per 6 months
- anaesthesia, and conscious sedation
- denture repairs, relines and rebases, only if the expense is incurred later than 3 months after the date of the initial placement of the denture

Your Group Benefits

- injection of antibiotic drugs when administered by a Dentist in conjunction with dental surgery

Level II - Supplementary Services

Dental Care - Level II - Supplementary Services

- surgical procedures not included in Level I (excluding implant surgery)
- periodontal services for treatment of diseases of the gums and other supporting tissue of the teeth, including:
 - scaling not covered under Level I, and root planing, up to a combined maximum of 12 units per calendar year;
 - provisional splinting; and
 - occlusal equilibration, up to a maximum of 4 units per calendar year
- endodontic services which include root canals and therapy, root amputation, apexifications and periapical services
 - root canals and therapy are limited to one initial treatment plus one re-treatment per tooth per lifetime
 - re-treatment is covered only if the expense is incurred more than 12 months after the initial treatment

Level III - Dentures

Dental Care - Level III - Dentures

- initial provision of full or partial removable dentures
- replacement of removable dentures, provided the dentures are required because:
 - a natural tooth is extracted and the existing appliance cannot be made serviceable;
 - the existing appliance is at least 60 months old and cannot be made serviceable; or
 - the existing appliance is temporary and is replaced with the permanent dentures within 12 months of its installation

Your Group Benefits

Level IV - Major Restorative Services

Dental Care - Level IV - Major Restorative Services

- crowns (other than pins, posts and cores)
- inlays
- veneers
- implants. However, eligible expenses will be limited to the cost of the standard superstructure placed (crown, bridge, denture).
- initial provision of fixed bridgework
- replacement of bridgework, provided the new bridgework is required because:
 - a natural tooth is extracted and the existing appliance cannot be made serviceable;
 - the existing appliance is at least 60 months old and cannot be made serviceable; or
 - the existing appliance is temporary and is replaced with the permanent bridge within 12 months of its installation

Level V - Orthodontics

Dental Care - Level V - Orthodontics

- orthodontic services

Pre-Determination of Benefits

Dental Care - Pre-Determination of Benefits

If the cost of any proposed dental treatment is expected to exceed \$500, it is suggested that you submit a detailed treatment plan, available from your dentist, before the treatment begins. You can then be advised of the amount you are entitled to receive under this benefit.

Work in Progress When Coverage Terminates

Dental Care - Work in Progress When Coverage Terminates

Covered expenses related to dental treatment that was in progress at the time your dental benefits terminate (for reasons other than termination of the Plan Document or the Dental Care Benefit) are payable, provided the expense is incurred within 31 days after your benefit terminates.

Submitting a Claim

Dental Care - Submitting a Claim

To submit a claim, you and your dentist must complete a [Dental Claim form](#) available from your employer.

All claims must be submitted within 12 months after the date the expense was incurred.

Your Group Benefits

Subrogation (Third Party Liability)

If your dental expenses result from an injury caused by another person and you have the legal right to recover damages, the administrator on behalf of your employer may request that you complete a subrogation reimbursement agreement when you submit a claim for such expenses.

On settlement or judgement of your legal action, you will be required to reimburse the administrator on behalf of your employer those amounts you recover which, when added to the payments you received from the administrator on behalf of your employer, exceed 100% of your incurred expenses.

Exclusions

No Dental Care benefits will be payable for expenses resulting from:

- self-inflicted injuries
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- committing or attempting to commit an assault or criminal offence
- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol
- dental care which is cosmetic, unless required because of an accidental injury which occurred while the patient was covered under this benefit
- anti-snoring or sleep apnea devices
- broken dental appointments, third party examinations, travel to and from appointments, or completion of claim forms
- services which are payable by any government plan
- services or supplies provided by an employer's medical or dental department
- services or supplies for which no charge would normally be made in the absence of group benefit coverage
- treatment rendered for a full mouth reconstruction or for a vertical dimension
- replacement of removable dental appliances which have been lost, mislaid or stolen
- services or supplies which are performed or provided by the covered person, an immediate family member or a person who lives with the covered person
- treatment which is not generally recognized by the dental profession as an effective, appropriate and essential form of treatment for the dental condition
- services or supplies which are not specified as a covered expense under this benefit

Subrogation (Third Party Liability)

Dental Care - Exclusions

Your Group Benefits

Survivor Extended Benefit

Survivor Extended Benefit

If you die while your dependents are covered under this Group Benefit Program, your Extended Health Care and Dental Care benefits will continue without requiring any contribution from you, until the earliest of:

- the date your dependent is no longer a dependent, according to the definition of dependent (see Explanation of Commonly Used Terms),
- the date similar coverage is obtained elsewhere,
- the date which is the end of the month in which you die, or
- the date the Plan Document terminates.

Weekly Income (Short Term Disability)

Weekly Income

The Weekly Income Benefit is insured under Manulife Financial's Policy G0038765.

If you become Totally Disabled while covered and meet the Entitlement Criteria for this benefit, Manulife Financial will pay a disability benefit.

Definition of Totally Disabled

Weekly Income - Definition of Totally Disabled

Totally Disabled means a restriction or lack of ability due to an illness or injury which prevents you from performing the essential duties of your own occupation.

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

Your Group Benefits

The Benefit

Benefit Amount - \$530, but not less than 66 2/3% of the Employment Insurance Maximum insurable earnings

Weekly Income - The Benefit

Qualifying Period :

- 12-hour shift employees - none, if the disability is due to an accident; 2 calendar days, if the disability is due to a sickness
- all other employees - none, if the disability is due to an accident; 3 calendar days, if the disability is due to a sickness
- for all employees, if hospitalized due to sickness prior to the end of the Qualifying Period, benefits are payable from the first day of hospitalization.
- Benefits are payable from the end of the Qualifying Period. Benefits are not payable for or during the Qualifying Period.
- You must be receiving regular, ongoing care and treatment from a physician during the Qualifying Period in order for benefits to be payable at the end of the Qualifying Period. Otherwise, benefits are not payable until the date you are first treated by your physician.

Maximum Benefit Period - 52 weeks

Termination Age - your benefit amount terminates at the first of the month coincident with or immediately following age 65 or retirement, whichever is earlier

Waiting Period

the first of the month following 1 month of service for employees hired on or prior to the Plan Document Effective Date

the first of the month following 1 month of service for all other employees

Entitlement Criteria

To be entitled to disability benefits, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of your own occupation.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

Weekly Income - Entitlement Criteria

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

Your Group Benefits

Periods for Which You are Not Entitled to Benefits

You are not entitled to benefit payments for any period that you are:

- not receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial
- receiving Employment Insurance, maternity or parental benefits
- on lay-off during which you become Totally Disabled
- on leave of absence during which you become Totally Disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law
- receiving benefits under an employer-sponsored salary continuance or wage loss replacement plan, or receiving temporary disability benefits from Workers' Compensation
- receiving earnings or payments from any employer, including severance payments and vacation pay
- incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court

Amount of Disability Benefit Payable

The amount of disability benefit payable to you is the Benefit Amount shown above reduced by any disability benefits you receive or are entitled to receive for the same or related disability, from any government motor vehicle automobile insurance plan or policy which is considered an allowable exclusion under the Employment Insurance Premium Reduction Regulations, unless prohibited by law.

Subrogation

If your disability is caused by another person and you have a legal right to recover damages, Manulife Financial will request that you complete a subrogation reimbursement agreement when you submit your Weekly Income claim.

On settlement or judgement of your legal action, you will be required to reimburse Manulife Financial those amounts you recover which, when added to the disability benefits that Manulife Financial paid to you, exceed 100% of your lost income.

Tax Status of Benefits

The tax position of any payments you receive under this benefit depends on whether you or your employer pays the cost of the benefit.

If your employer pays a portion or all of the cost, then any disability benefit payments you receive will be taxable. If you pay the full cost of the benefit, then any disability benefit payments you receive will be non-taxable.

***Weekly Income -
Periods for Which You
are Not Entitled to
Benefits***

***Weekly Income -
Amount of Disability
Benefit Payable***

***Weekly Income -
Subrogation***

***Weekly Income - Tax
Status***

Your Group Benefits

Payment of Disability Benefits

Disability benefit payments will be made weekly in arrears. Any payment for a period of less than one week will be made at a daily rate of one-fifth of your weekly benefit amount.

***Weekly Income -
Payment of Disability
Benefits***

Termination of Benefit Payments

Your disability benefit payments will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit
- the date you work in any occupation for wage or profit
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of your own occupation
- the date you do not attend an examination by an examiner selected by Manulife Financial
- the date on which benefits have been paid up to the Maximum Benefit Period for this benefit
- the date you retire
- the date of your death

***Weekly Income -
Termination of Benefit
Payments***

Recurrent Disability

If you become Totally Disabled again from the same or related causes within 2 weeks from the end of the period for which Weekly Income benefits were paid, the disability will be treated as a continuation of your previous disability.

You will not be required to satisfy any applicable Qualifying Period again. The benefit payable to you will be based on your earnings as at the date of your previous disability. Benefits for all such recurrent disabilities will not be paid for a combined period longer than the Maximum Benefit Period for this benefit.

If the same disability recurs more than 2 weeks after the end of the period for which benefits were paid, such disability will be considered a separate disability.

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

***Weekly Income -
Recurrent Disability***

Your Group Benefits

Submitting a Claim

Weekly Income - Submitting a Claim

To submit a claim, you must complete the [Weekly Income Claim form](#) which is available from your employer. Your attending physician must also complete a portion of this form.

A completed claim form must be submitted within 180 days from the end of the Qualifying Period.

Exclusions

Weekly Income - Exclusions

No benefits are payable for any disability related to:

- any illness or injury for which Worker's Compensation benefits are payable,
- self-inflicted injuries or illnesses
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- medical or surgical care which is not medically necessary
- the committing of or the attempt to commit an assault or criminal offence
- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol
- abuse of addictive substances, including drugs and alcohol, unless you are actively participating and co-operating in an in-patient medical treatment program for substance abuse which has been approved by Manulife Financial

Your Group Benefits

Long Term Disability

The Long Term Disability Benefit is insured under Manulife Financial's Policy G0038765.

Long Term Disability

If you become Totally Disabled while insured and meet the Entitlement Criteria for this benefit, Manulife Financial will pay a disability benefit.

Definition of Totally Disabled

*Long Term Disability -
Definition of Totally
Disabled*

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

- your own occupation, during the Qualifying Period and the 2 years immediately following the Qualifying Period
- any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 2 years specified above

The availability of work will not be considered by Manulife Financial in assessing your disability.

If you must hold a government permit or licence to perform the duties of your job, you will not be considered Totally Disabled solely because your permit or licence has been withdrawn or not renewed.

The Benefit

*Long Term Disability -
The Benefit*

Benefit Amount - \$1,500

Non-Evidence Limit - \$1,500

Qualifying Period - 52 weeks or expiration of Weekly Income benefits, whichever is earlier

- Benefits are payable from the end of the Qualifying Period. Benefits are not payable for or during the Qualifying Period.
- You must be receiving regular, ongoing care and treatment from a physician during the Qualifying Period in order for benefits to be payable at the end of the Qualifying Period.

Maximum Benefit Period - to age 65

Termination Age - your benefit amount terminates at the first of the month coincident with or immediately following age 65 less the Qualifying Period, or retirement, whichever is earlier

Waiting Period

the first of the month following 1 month of service for employees hired on or prior to the Plan Document Effective Date

the first of the month following 1 month of service for all other employees

Your Group Benefits

Entitlement Criteria

Long Term Disability - Entitlement Criteria

To be entitled to disability benefits, you must meet the following criteria:

- you must be continuously Totally Disabled throughout the Qualifying Period. If you cease to be Totally Disabled during this period and then become disabled again within 3 weeks due to the same or related illness or injury, your Qualifying Period will be extended by the number of days during which you ceased to be Totally Disabled.
- Manulife Financial must receive medical evidence documenting how your illness or injury causes restrictions or lack of ability, such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 2 years, and
 - any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 2 years specified above.
- you must be receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial.

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

Periods for Which You are Not Entitled to Benefits

Long Term Disability - Periods for Which You are Not Entitled to Benefits

You are not entitled to benefit payments for any period that you are:

- not receiving from a physician, regular, ongoing care and treatment appropriate for your disabling condition, as determined by Manulife Financial
- receiving Employment Insurance maternity or parental benefits
- on lay-off during which you become Totally Disabled
- on leave of absence during which you become Totally Disabled, unless your employer is required to pay benefits during this period as a result of legislation, regulation or case law
- receiving benefits under an employer-sponsored salary continuance or short term wage loss replacement plan
- working in any occupation, except as provided for under the Rehabilitation Assistance provision
- incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court

Your Group Benefits

Amount of Disability Benefit Payable

***Long Term Disability -
Amount of Disability
Benefit Payable***

The amount of disability benefit payable to you is the Benefit Amount shown above reduced by any disability benefits you receive or are entitled to receive from the following sources for the same or related disability:

- Workers' Compensation or similar coverage
- Canada or Quebec Pension Plans, excluding dependent benefits

If necessary, the amount of your benefit will be further reduced so that your total income from all sources does not exceed 75% of your pre-disability gross earnings (net earnings, if your benefit is non-taxable). All sources include those sources stated above and any benefit you are entitled to receive from:

- any group, association or franchise plan
- any retirement or pension plan
- earnings or payments from any employer, including severance payments and vacation pay
- self-employment
- any government motor vehicle automobile insurance plan or policy, unless prohibited by law
- any government plan, excluding Employment Insurance Benefits
- Canada or Quebec Pension Plans' dependent benefits

Once benefits become payable, the amount of your benefit will not be affected by any subsequent cost of living increase in benefits you are receiving from other sources.

Your Group Benefits

Benefit Calculation Rules

Long Term Disability - Benefit Calculation Rules

Manulife Financial will apply the following rules in determining your disability benefit:

- benefits payable from other sources which began before the commencement of your current Disability will not be taken into account;
- benefits payable from other sources will not be adjusted to take into account any difference between the tax status of those benefits and the benefit payable by Manulife Financial;
- subsequent changes in benefits from other sources, other than cost of living increases, will be taken into consideration and a new benefit amount may be established;
- benefits payable under individual disability income insurance will not be taken into account;
- for benefits payable other than on a monthly basis, a monthly equivalent of such benefit will be estimated by Manulife Financial; and
- if you do not apply for a benefit for which you are eligible, the amount of such benefit will be estimated by Manulife Financial and assumed to be paid.

Subrogation

Long Term Disability - Subrogation

If your disability is caused by another person and you have a legal right to recover damages, Manulife Financial will request that you complete a subrogation reimbursement agreement when you submit your Long Term Disability claim.

On settlement or judgement of your legal action, you will be required to reimburse Manulife Financial those amounts you recover which, when added to the disability benefits that Manulife Financial paid to you, exceed 100% of your lost income.

Tax Status of Benefits

Long Term Disability - Tax Status

The tax position of any payments you receive under this benefit depends on whether you or your employer pays the cost of the benefit.

If your employer pays a portion or all of the cost, then any disability benefit payments you receive will be taxable. If you pay the full cost of the benefit, then any disability benefit payments you receive will be non-taxable.

Payment of Disability Benefits

Long Term Disability - Payment of Disability Benefits

Disability benefit payments will be made monthly in arrears. Any payment for a period of less than one month will be made at a daily rate of one-thirtieth of your monthly benefit amount.

Your Group Benefits

Rehabilitation Assistance

Once Manulife Financial determines that you are Totally Disabled, if appropriate, and at Manulife Financial's discretion, you may be offered rehabilitation to assist you in returning to gainful employment, either to your pre-disability occupation or to another occupation.

In considering whether Rehabilitation Assistance is appropriate for you, Manulife Financial will take into account:

- the nature, extent and expected duration of your disability
- your level of education, training or experience
- the nature, scope, objectives and cost of a Vocational Plan

- Vocational Plan

A Vocational Plan is a training or job placement program that is expected to facilitate your return to gainful employment.

If it is determined that Rehabilitation Assistance is appropriate for you, in partnership with you and your employer, Manulife Financial will provide a structured Vocational Plan that will prepare you for a return to work, either:

- with your employer
- with an alternate employer
- in a self-employed capacity

- Disability Benefits During Rehabilitation

You will continue to be entitled to disability benefits while participating in the Vocational Plan. If you receive any earnings as part of the plan, your disability benefit will be reduced once your total income (your disability benefit plus your earnings) exceeds 100% of your pre-disability gross earnings; net earnings if your benefit is not taxable.

If you cease to participate in the Vocational Plan because of a change in your medical status, Manulife Financial will require medical evidence documenting how your current medical status prevents you from continuing with the Vocational Plan.

If you are not available or do not co-operate or participate in the Vocational Plan, you will no longer be entitled to disability benefits.

**Long Term Disability -
Rehabilitation
Assistance**

- Vocational Plan

**- Disability Benefits
During Rehabilitation**

Your Group Benefits

Termination of Benefit Payments

Long Term Disability - Termination of Benefit Payments

Your disability benefit payments will cease on the earliest of:

- the date you cease to be Totally Disabled, as defined under this benefit.
- the date you do not supply Manulife Financial with appropriate medical evidence documenting how your illness or injury causes restrictions or lack of ability such that you are prevented from performing the essential duties of:
 - your own occupation, during the Qualifying Period and the following 2 years, and
 - any occupation for which you are qualified, or may reasonably become qualified, by training, education or experience, after the 2 years specified above.
- the date you do not attend an examination by an examiner selected by Manulife Financial.
- the date on which benefits have been paid up to the Maximum Benefit Period for this benefit.
- the date of your death.

Recurrent Disability

Long Term Disability - Recurrent Disability

If you become Totally Disabled again from the same or related causes within 1 month and 2 weeks from the end of the period for which Long Term Disability benefits were paid, Manulife Financial will treat the disability as a continuation of your previous disability.

You will not be required to satisfy the Qualifying Period again. The benefit payable to you will be based on your earnings as at the date of your previous disability. Benefits for all such recurrent disabilities will not be paid for a combined period longer than the Maximum Benefit Period for this benefit.

If the same disability recurs more than 1 month and 2 weeks after the end of the period for which benefits were paid, such disability will be considered a separate disability.

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

Waiver of Premium

Long Term Disability - Waiver of Premium

The premium for your Long Term Disability benefit will be waived during any period you are entitled to receive Long Term Disability benefit payments.

Your Group Benefits

Submitting a Claim

To submit a claim, you must complete the [Long Term Disability claim form](#) which is available from your Plan Administrator. Your attending physician must also complete a portion of this form.

A completed claim form must be submitted to Manulife Financial within 180 days from the end of the Qualifying Period.

***Long Term Disability -
Submitting a Claim***

Exclusions

No benefits are payable for any disability related to:

- self-inflicted injuries or illnesses.
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion.
- medical or surgical care which is not medically necessary.
- the committing of or the attempt to commit an assault or criminal offence.
- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including alcohol.
- abuse of addictive substances, including drugs and alcohol, unless you are actively participating and co-operating in an in-patient medical treatment program for substance abuse which has been approved by Manulife Financial.

***Long Term Disability -
Exclusions***

