

Group Benefits Policy

The Winnipeg School Division

G0098240

February 01, 1999

February 1st

May 1st

March 1st

Policyholder

Policy Number

Policy Effective Date

Policy Anniversary

First Renewal Date

**Subsequent
Renewal Date**

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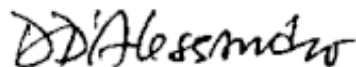
THE MANUFACTURERS LIFE INSURANCE COMPANY

(hereafter called Manulife Financial) Waterloo, Ontario, Canada N2J 4C6

Manulife Financial agrees to pay benefits subject to the policy's provisions which are set forth on the following pages.

Those provisions are a part of this policy as fully as if stated over the signature below.

Signed at Waterloo, Ontario, Canada on October 24, 2008.



President & Chief Executive Officer

The Winnipeg School Division

2 Group Benefits Schedule

Policyholder	The Winnipeg School Division
Policy Number	G0098240
Policy Effective Date	February 01, 1999
Policy Anniversary	February 1st
First Renewal Date	May 1st
Subsequent Renewal Date	March 1st
Classification Code(s)	Classification Code(s)
A	Members of Winnipeg Teachers' Association (W.T.A.), Community Liaison Officers and Non-Union Administrative Secretaries, Under Age 65
B	W.T.A. Retirees
C	W.T.A. Retirees with Hospital & Ambulance Coverage Only
D	Members of Winnipeg Teachers' Association (W.T.A.), Community Liaison Officers and Non-Union Administrative Secretaries, Age 65 and Over
E	W.A.N.T.E. Permanent Active Full-time Members Under Age 65
F	W.A.N.T.E. Permanent Active Full-time Members Age 65 and Over
G	W.A.N.T.E. Retirees
H	Non-Union Administrative Retirees & Community Liaison Officer Retirees
I	W.A.N.T.E. Permanent Active Part-time Members Under Age 65
J	W.A.N.T.E. Permanent Active Part-time Members Age 65 and Over

Group Benefits Schedule 3

Extended Health Care

Extended Health Care

Drug Benefit for Insured Persons who Reside in Quebec

Drug Benefit for Insured Persons who Reside in Quebec

In accordance with the requirements of the prescription drug insurance legislation in Quebec, An Act Respecting Prescription Drug (R.S.Q. c., A-29-01) and the regulations enacted under this act (hereinafter collectively the "Legislation"), the drug benefit provided under the Policy to covered persons who reside in Quebec will be administered as outlined in the Policy Addendum - Drug Benefit For Insured Persons Who Reside In Quebec.

Classifications Eligible for Insurance

Classifications Eligible for Insurance

Employees in Classification Code A,B,C,D,E,F,G,H,I,J

Dependents of Employees in Classification Code A,B,C,D,E,F,G,H,I,J are also covered for this Benefit.

Overall Plan Maximum

Overall Plan Maximum

Unlimited

Deductible

Deductible

Employees in Classification Code A,B,C,D,H

Nil

Employees in Classification Code E,F,G,I,J

Individual - \$50 per calendar year(s)

Family - \$50 per calendar year(s)

Not applicable to:

Out-of-Canada Emergency Medical Treatment

Note: The deductible is not applicable to ManuAssist.

4 Group Benefits Schedule

**Benefit Percentage
(Co-insurance)**

Benefit Percentage (Co-insurance)

Employees in Classification Code A,D

100% for Hospital Care
Ambulance Services

80% for Medical Services & Supplies
Professional Services
Drugs
Vision

Employees in Classification Code B,H

100% for Hospital Care
Ambulance Services

80% for Medical Services & Supplies
Professional Services
Drugs

Employees in Classification Code C

100% for Hospital Care
Ambulance Services

Employees in Classification Code E,F,I,J

100% for Ambulance Services

80% for Medical Services & Supplies
Professional Services
Drugs
Vision

Group Benefits Schedule 5

Employees in Classification Code G

100% for Ambulance Services

80% for Medical Services & Supplies
Professional Services
Drugs

Note: The Benefit Percentage for Out-of-Canada Emergency Medical Treatment is 100%.

The Benefit Percentage for Referral outside Canada for Medical Treatment Available in Canada is 50%.

The Benefit Percentage for ManuAssist is 100%.

Termination Age

- Termination Age

Employees in Classification Code A,E,I

Employee's age 65 or retirement, whichever is earlier

Employees in Classification Code B,C,G,H

none

Employees in Classification Code D,F,J

Employee's retirement

Survivor Extended Insurance Benefit

- Survivor Extended Insurance Benefit

Retirees of the Winnipeg Teachers' Association insured under Classification Code B,C,H and Retirees of W.A.N.T.E. insured under Classification Code G

subject to the Employee's Termination Age for the Extended Health Care Benefit

Participation Basis

- Participation Basis

Employees in Classification Code A,D,E,F

mandatory

Employees in Classification Code B,C,G,H,I,J

non-mandatory

6 Group Benefits Schedule

- Waiting Period

Waiting Period

For Employees hired on or prior to the Policy Effective Date

Employees in Classification Code A,B,D,H

none

Employees in Classification Code C,E,F,G,I,J

none

For Employees hired after the Policy Effective Date

Employees in Classification Code A,B,D,H

none

Employees in Classification Code C,E,F,G,I,J

none

***Covered Expenses
and Maximums (per
insured person)***

- Hospital

Covered Expenses and Maximums (per insured person)

Hospital

Employees in Classification Code A,B,C,D,H

- Semi-private : Unlimited

***- Manuscript
Provincial Drug Plan
1***

Manuscript Provincial Drug Plan 1

Employees in Classification Code A,B,D,H

Unlimited

Drug Payment Type: Reimbursement

***- Manuscript
Provincial Drug Plan
1***

Manuscript Provincial Drug Plan 1

Employees in Classification Code E,F,I,J

\$800 per person per calendar year(s)

Drug Payment Type: Direct Claims Payment

Group Benefits Schedule 7

**- Manuscript
Provincial Drug Plan
1**

Manuscript Provincial Drug Plan 1

Employees in Classification Code G

\$800 per person per calendar year(s)

Drug Payment Type: Reimbursement

NOTE: Participation in the Manitoba Pharmacare program is MANDATORY as no drug expenses exceeding the Pharmacare deductible will be payable by Manulife Financial.

Professional Services

**- Professional
Services**

Chiropractor:

Employees in Classification Code A,B,D,H

\$500 per calendar year

Osteopath:

Employees in Classification Code A,B,D,H

\$500 per calendar year

Podiatrist/Chiropodist:

Employees in Classification Code A,B,D,H

\$500 per calendar year

Employees in Classification Code E,F,G,I,J

\$350 per calendar year

Massage Therapist:

Employees in Classification Code A,B,D,H

\$500 per calendar year

Naturopath:

Employees in Classification Code A,B,D,H

\$500 per calendar year

Speech Therapist:

Employees in Classification Code A,B,D,H

\$500 per calendar year

The Winnipeg School Division

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Physiotherapist:

Employees in Classification Code E,F,G,I,J

\$350 per calendar year

Psychologist:

Employees in Classification Code A,B,D,H

\$500 per calendar year

Employees in Classification Code E,F,G,I,J

\$350 per calendar year

Dietician:

Employees in Classification Code A,B,D,H

\$500 per calendar year

Employees in Classification Code E,F,G,I,J

\$350 per calendar year

Audiologist:

Employees in Classification Code A,B,D,H

\$500 per calendar year

Physiotherapist, Athletic and Occupational Therapist:

Employees in Classification Code A,B,D,H

combined maximum of \$750 per calendar year

Athletic Therapist:

Employees in Classification Code E,F,G,I,J

\$100 per calendar year

Acupuncturist:

Employees in Classification Code A,B,D,H

\$500 per calendar year(s)

Note: Expenses for acupuncturist services for Employees in Classification Code E,F,G,I,J will be covered if performed within the scope of the license of any of the above-mentioned practitioners. Payment will be included under the maximum for that practitioner.

Group Benefits Schedule 9

Vision Care

- Vision Care

Employees in Classification Code A,D,E,F,I,J

Eye Exams: once per 2 calendar year(s)

Medical Services and Supplies

- Medical Services
and Supplies

Private Duty Nursing:

Employees in Classification Code A,B,D,E,F,G,H,I,J

\$10,000 per calendar year(s)

Stock-Item Orthopaedic Shoes:

Employees in Classification Code A,B,D,E,F,G,H,I,J

1 pair per calendar year when part of a brace; if not part of a brace, 50% of the cost of 1 pair per calendar year is covered

Custom-Made Orthotics:

Employees in Classification Code A,B,D,E,F,G,H,I,J

\$400 per 3 calendar year(s)

Referral outside Canada for medical treatment available in Canada:

Employees in Classification Code A,B,D,E,F,G,H,I,J

\$3,000 per 3 calendar year(s)

Out-of-Canada Maximum:

Employees in Classification Code A,E,I

Unlimited

Employees in Classification Code B,D,F,G,H,J

\$2,500 per calendar year

Hearing Aids:

Employees in Classification Code A,B,D,H

\$1,000 per 5 calendar year(s)

Surgical Brassieres:

Employees in Classification Code A,B,D,E,F,G,H,I,J

4 per calendar year

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Breast Prosthesis:

Employees in Classification Code A,B,D,E,F,G,H,I,J

Reasonable and Customary

Wigs and Hairpieces:

Employees in Classification Code A,B,D,E,F,G,H,I,J

\$1,000 per lifetime

Cardiac Rehabilitation Treatment:

Employees in Classification Code A,B,D,E,F,G,H,I,J

\$300 per lifetime

All other Medical Services and Supplies:

Employees in Classification Code A,B,D,E,F,G,H,I,J

Unlimited

- ManuAssist

ManuAssist

Employees in Classification Code A,E,I

ManuAssist, a Travel Assist Benefit, is provided up to the maximum shown in the description of this Covered Expense under the Extended Health Care Benefit.

**Effective Date for
Increases in
Insurance**

Effective Date for Increases in Insurance

when first eligible for the increase

**Associated
Companies**

Associated Companies

None

Definitions 11

Actively at Work

at work for the Policyholder or any Associated Company shown in the Benefit Schedule on a Full-time or Part-time basis at the Employee's usual place of work.

On weekends or holidays, or when on vacation, an Employee is deemed to be Actively at Work if he was Actively at Work on his last normal working day or on his last scheduled shift.

Actively at Work

Benefit Percentage (Co-insurance)

the percentage of Covered Expenses which is payable by Manulife Financial.

Benefit Percentage (Co-insurance)

Dentist

a doctor of dentistry, licensed to practice dentistry in the place where the services are provided.

Dentist

Dependent

an Employee's Spouse or Child who is insured under the Provincial Plan.

Dependent

- Spouse

the Employee's legal Spouse, or the person who has, for at least one year, been continuously living with the Employee in a role like that of a marriage partner.

Spouse

Only one Spouse will be eligible for insurance under this Policy, and will be as indicated by the Employee on his application for insurance under this Policy. Where this information is not contained on the Employee's application, the person who qualifies last under this Policy's definition of Spouse will be the eligible Spouse.

12 Definitions

Child

- Child

Employees in Classification Code A,D,E,F,I,J

an Employee's natural or adopted child, stepchild, or a child to whom the Employee has legal guardianship, who

- a) is unmarried;
- b) is not employed on a full-time basis;
- c) is not eligible for insurance as an employee under this or any other group policy; and
- d) is either under 21 years of age, or, if a full-time student at an accredited school, college or university, under 25 years of age.

A child insured under this Policy, who is incapacitated due to a mental or physical disability on the date he reaches the age when he would otherwise cease to be an eligible Dependent, will continue to be an eligible Dependent under this Policy.

A child is considered incapacitated if he 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 disability.

Manulife Financial may require written proof of the Dependent's condition as often as may reasonably be necessary.

A stepchild must be living with the Employee to be an eligible Dependent.

Employees in Classification Code B,C,G,H

an Employee's natural or adopted child, or stepchild, who

- a) is unmarried;
- b) is not employed on a full-time basis;
- c) is not eligible for insurance as an employee under this or any other group policy; and
- d) is either under 21 years of age, or, if a full-time student at an accredited school, college or university, under 25 years of age.

A child insured under this Policy, who is incapacitated due to a mental or physical disability on the date he reaches the age when he would otherwise cease to be an eligible Dependent, will continue to be an eligible Dependent under this Policy.

A child is considered incapacitated if he 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 disability.

Manulife Financial may require written proof of the Dependent's condition as often as may reasonably be necessary.

A stepchild must be living with the Employee to be an eligible Dependent.

Drug

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

Drug

Employee

a person who:

- a) is directly employed by the Employer on a permanent and Full-time basis or Part-time basis;
- b) is compensated for services by the Employer; and
- c) is residing in Canada.

Employee

For the purposes of those Benefits which continue beyond retirement, the term Employee also means Retiree.

- Retiree

Employees in Classification Code B who were previously in Classification Code A,D

a person who was an Employee immediately prior to his retirement and was insured as an Active member under the plan for at least one year.

Retiree

Employees in Classification Code G who were previously in Classification Code E,F,I,J

a person who was an Employee immediately prior to his retirement and was insured as an Active member under the plan for at least five years.

Employer

the Policyholder or any Associated Company shown in the Benefit Schedule.

Employer

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.

Experimental or Investigational

Full-time/Part-time basis

Employees in Classification Code A,D

must have a permanent or term contract with The Winnipeg School Division.

Employees in Classification Code E,F,I,J

must have a term position of at least 6 months with The Winnipeg School Division.

Full-time/Part-time basis

14 Definitions

Hospital

Hospital

a legally licensed institution which is operated for the care and treatment of sick and injured persons as in-patients, and which:

- a) is eligible to receive payments under a provincial hospital plan;
- b) provides organized facilities for diagnosis, major surgery, or rehabilitation;
- c) provides 24-hour nursing service by registered nurses, and has a Physician in regular attendance;
- d) is not primarily operated as a nursing home or a place for rest, or for the care and treatment of the aged, the blind or deaf; and
- e) is not primarily operated as a place for the care and treatment of alcoholics, Drug addicts, or the mentally ill, unless the institution is eligible to receive payments under a provincial hospital plan.

For the purpose of this Policy, the chronic beds of a Hospital are not considered to be part of that Hospital.

Immediate Family Member

Immediate Family Member

a person who is:

- a) the Employee;
- b) the Employee's Spouse or Child;
- c) the Employee's or Spouse's parent; or
- d) the Employee's or Spouse's brother or sister.

Indefinite Lay-Off

Indefinite Lay-Off

a period during which the Employee is laid off work and for which there is no fixed recall date.

Leave of Absence

Leave of Absence

a period of absence from work for which the dates are fixed by legislation or by mutual agreement between the Employer and the Employee. Leave of absence includes Maternity and Parental Leave of Absence.

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.

Manitoba Drug Benefits and Interchangeability Formulary

a listing of all drug products which qualify for payment under drug programs sponsored by Manitoba Drug Benefits and Interchangeability Formulary.

**Manitoba Drug
Benefits and
Interchangeability
Formulary**

Maternity Leave of Absence

the period of formal maternity leave to which an Employee is entitled by legislation governing the Employer, or a longer period, if the Employer's normal practice permits.

For the purposes of this Policy, Maternity Leave of Absence will be deemed to commence on the earlier of:

- a) the date fixed by mutual agreement between the Employee and the Employer; and
- b) the date the child is born.

**Maternity Leave of
Absence**

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.

Medically Necessary

Parental Leave of Absence

the period of formal child care leave to which an Employee is entitled by legislation governing the Employer, or a longer period, if the Employer's normal practice permits.

**Parental Leave of
Absence**

Physician

a doctor of medicine, licensed to practice medicine in the place where the services are provided.

Physician

Prior Plan

a previous Group Policy which insured all or some of the persons insured under this Policy, and which terminated within 31 days prior to the Effective Date of this Policy.

Prior Plan

Provincial Plan

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

Provincial Plan

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**

16 Definitions

Temporary Lay-Off

Temporary Lay-Off

a period during which the Employee is laid off work and for which there is a fixed recall date.

Waiting Period

Waiting Period

a period of continuous active employment with the Employer, as shown in the Benefit Schedule, following which the Employee becomes eligible for insurance.

Ward

Ward

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

Eligibility for Insurance 17

Eligibility for Insurance

Employee

An Employee is eligible for insurance under this Policy if he:

- a) is a member of a Classification which is eligible for insurance, as set out in the Benefit Schedule;
- b) is younger than the Termination Age shown in the Benefit Schedule; and
- c) has continuously been an Employee, as defined, for a period as long as the Waiting Period shown in the Benefit Schedule.

Re-hired Employees

If an Employee is re-hired within 6 months of termination of insurance under this Policy due to termination of employment, he must re-apply for insurance under this Policy, but will not be required to satisfy another Waiting Period.

Dependent

An Employee's Dependent becomes eligible for insurance at the same time that the Employee does. However, the Employee must apply for the Employee coverage in order for the Dependent to be eligible. A person who becomes a Dependent after the Employee becomes insured is eligible on the date that person becomes a Dependent.

Amount of Insurance

The amount of insurance for which a person is eligible under any Benefit will be determined in accordance with the Benefit Schedule.

How to Become Insured

To become insured under this Policy, an eligible Employee must apply in writing on forms approved by Manulife Financial. Coverage for Dependents must also be applied for on approved forms.

Eligibility for Insurance

- Employee

- Re-hired Employees

- Dependent

Amount of Insurance

How to Become Insured

18 Eligibility for Insurance

- Late Application

Late Application

Employees in Classification Code I,J

An application is considered late when an Employee:

- a) applies for insurance on any person after having been eligible for more than 90 days; or
- b) re-applies for insurance on any person whose insurance had earlier been cancelled.

For mandatory and non-mandatory benefits, an application is considered late when, after having previously waived benefits under this Policy because he was covered for similar benefits under his Spouse's plan, an Employee:

- a) applies for insurance more than 90 days after his benefits terminated under the Spouse's plan; or
- b) applies for insurance, and benefits under his Spouse's plan have not terminated.

It is the Policyholder's practice to not allow late applicants to join the plan except during an open enrolment or due to a special exception from the Policyholder. An open enrolment will be held periodically, when agreed upon by the Policyholder and Manulife Financial, but not more often than once every 3 years.

- Life Events for Enrolment or for Dependent Status Changes

Life Events for Enrolment or for Dependent Status Changes

Employees in Classification Code A,D,E,F,I,J

The following are considered "Life Events":

- a) Legal separation,
- b) Marriage (including common-law after 1 year cohabitation),
- c) Divorce,
- d) Birth, legal guardianship or adoption of the first eligible child,
- e) Death of a spouse or dependent child,
- f) Termination of a common-law relationship, or
- g) Involuntary loss of coverage under spouse's benefit plan.

Employees in Classification Code B

If the Employee no longer has eligible Dependents, he may change from family to single status following his enrolment into the Retiree plan. Once single coverage has been elected, he may no longer change his coverage to family status following the retirement date.

Effective Date of Insurance

Effective Date of Insurance

Once an application for Employee or Dependent insurance has been completed, this insurance becomes effective as follows, if the Employee is then Actively at Work:

- a) for all insurance which does not require evidence of insurability, on the date the Employee or Dependent becomes eligible for this insurance; and
- b) for all insurance which does require evidence of insurability, on the date this evidence is approved by Manulife Financial.

If the Employee is not Actively at Work when insurance would otherwise take effect, this insurance will take effect on the next day on which he is again Actively at Work.

An Employee who is not Actively at Work on the Effective Date may still be eligible for insurance under this Policy through a Transfer of Benefits from the Prior Plan.

Dependent Insurance will not take effect prior to the Effective Date of the Employee's insurance.

Increases in Insurance

Increases in Insurance

An increase in insurance on an Employee or Dependent will take effect as follows, if the Employee is then Actively at Work:

- a) if evidence of insurability is not required, on the Effective Date for Increases in Insurance shown in the Benefit Schedule; and
- b) if evidence of insurability is required, on the date this evidence is approved by Manulife Financial.

If the Employee is not Actively at Work when an increase in insurance would otherwise take effect, this increase in insurance will take effect on the next day on which he is again Actively at Work.

Decreases in Insurance

Decreases in Insurance

A decrease in the amount for which any person is insured takes effect when the person is first eligible for the decreased amount.

20 Transfer of Benefits from the Prior Plan

This Section applies only if this Policy replaces a Prior Plan.

Concessions Granted

Concessions Granted

Manulife Financial grants the following concessions to persons who were insured under the Prior Plan when it terminated:

- a) a Transfer of Coverage for Employees not Actively at Work ; and
- b) the Carry-Forward of any Deductible .

These concessions are as described below.

Transfer of Coverage

Transfer of Coverage

An Employee who is not Actively at Work on the Effective Date is still eligible under this Policy if he:

- Eligibility

- a) was insured under the Prior Plan when that Plan terminated; and
- b) would be eligible for insurance under this Policy if Actively at Work on its Effective Date.

- Amount Transferred

An Employee eligible to transfer benefits will be eligible under this Policy for the lesser of:

- a) the amount for which he was insured under the Prior Plan when it terminated; and
- b) the amount of insurance for which he would be eligible under the Policy if Actively at Work on its Effective Date.

- Effective Date of Transfer

Insurance under a transferred benefit will become effective on the later of:

- a) the date insurance provided under the Prior Plan would terminate in the absence of this provision; and
- b) the Effective Date of this Policy.

Deductible Carry-Forward

Deductible Carry-Forward

For persons covered under this provision, expenses incurred during the current calendar year while insured under the Prior Plan will be counted in satisfying the Deductible as if they were incurred while insured under this Policy.

Termination of Employee Insurance

Termination of Employee Insurance

An Employee's insurance terminates on the earliest of:

- a) the date the Employee ceases to be Actively at Work, unless he ceases to be Actively at Work due to retirement;
- b) the date the Employer terminates the Employee's coverage;
- c) the date the Employee enters the armed forces of any country on a full-time basis;
- d) the date this Policy terminates or insurance on the classification to which the Employee belongs terminates;
- e) the date the Employee reaches the Termination Age, as shown under each Benefit in the Benefit Schedule; or
- f) the date the Employee dies.

When Employment Terminates Due to Retirement

This Policy provides coverage for some benefits for Retirees. Retiree coverage is as indicated in the Schedule pages. Insurance for those benefits which are not indicated in the Schedule pages terminates when the Employee retires.

When Employment Terminates Due to Retirement

Exceptions to Termination of Employment not due to Retirement

If an Employee ceases to be Actively at Work, his insurance will normally terminate as specified under the Termination of Employee Insurance provision. However, Manulife Financial will waive this rule and continue insurance under the conditions set out below. An Employee's insurance can only be continued on a basis that does not discriminate against another Employee.

Exceptions to Termination of Employment not due to Retirement

Due to Illness or Injury

If an Employee ceases to be Actively at Work due to illness or injury, all insurance coverage will continue until the Policyholder terminates the coverage.

- Due to Illness or Injury

22 Termination of Insurance

- Due to Maternity or Parental Leave of Absence

Due to Maternity or Parental Leave of Absence

If an Employee ceases to be Actively at Work due to Maternity or Parental leave of absence, all insurance coverage may continue for the period of leave to which the Employee is entitled by legislation governing the Employer.

In jurisdictions where the continuation of insurance is mandated by legislation, a copy of the Employee's written and signed notice to discontinue any required premium contribution must also accompany the request for termination.

- Due to Other Leave of Absence or Temporary Lay-Off

Due to Other Leave of Absence or Temporary Lay-Off

Employees in Classification Code A,D,E,F,I,J

If an Employee ceases to be Actively at Work due to a leave of absence other than Maternity or Parental leave, or due to Temporary Lay-off, all insurance coverage may continue until the Policyholder terminates it, but in no event for more than 3 years after the Employee was last Actively at Work.

Employees in Classification Code B,C,G,H

If an Employee ceases to be Actively at Work due to a leave of absence other than Maternity or Parental leave, or due to Temporary Lay-off, all insurance coverage may continue until the Policyholder terminates it, but in no event for more than 120 days after the Employee was last Actively at work.

- Due to Strike or Indefinite Lay-Off

Due to Strike or Indefinite Lay-Off

If an Employee ceases to be Actively at Work due to a strike or Indefinite Lay-off, insurance coverage will continue only if the Policyholder informs Manulife Financial that this is the case, but in no event for more than 120 days after the Employee was last Actively at Work.

Legislated Benefit Extensions

Legislated Benefit Extensions

If legislation mandates that employee benefits continue for a limited period after an Employee's employment terminates, Manulife Financial will extend each insurance benefit for the minimum period required by law, provided that:

- a) the Policyholder continues to pay premiums for Employee and Dependent insurance; and
- b) this Policy remains in force.

Termination of Dependent Insurance

Insurance on an Employee's Dependent terminates on the earliest of:

- a) the date the Employee's insurance terminates;
- b) the date the Dependent is no longer eligible for insurance under the provisions of this Policy;
- c) the date written notification is received from the Employee to cease his Dependent coverage because his Dependents are covered under another insurance plan for benefits similar to the ones in this Policy; or
- d) the date a required contribution is due but not paid.

24 Extended Health Care Benefit

The Benefit

The Benefit

Manulife Financial will pay the Benefit Percentage of all Covered Expenses incurred for the care of an insured person once he has satisfied the Deductible.

Payment is subject to any maximum amount shown in the Benefit Schedule and in the Covered Expenses section below. Lifetime maximums apply to all periods combined in which an insured person is covered by Manulife Financial.

- Claim Amounts Applied To The Maximum

Claim Amounts Applied To The Maximum

Claim amounts that will be applied to the maximum are the amounts paid by Manulife Financial for Covered Expenses after applying the Deductible, Benefit Percentage and any other applicable Policy provisions.

Satisfying the Deductible

Satisfying the Deductible

The Deductible is satisfied:

- a) when Covered Expenses incurred for the care of an insured person exceed the Individual Deductible; or
- b) when expenses applied to Individual Deductibles for an insured person's family exceed the Family Deductible.

- Deductible Carry-Forward

Deductible Carry-Forward

Covered Expenses used to satisfy a Deductible in the last 3 months of a calendar year may also be used to satisfy the Deductible in the following calendar year.

Extended Health Care Benefit 25

Covered Expenses

Expenses shown below are covered if they:

- a) are Medically Necessary for the treatment of an illness or injury of an insured person and are recommended by a Physician; and
- b) are incurred for the care of a person while he is insured under this Benefit; and
- c) are reasonable taking all factors into account.

These Expenses are covered to the extent that:

- a) they are Reasonable and Customary, as determined by Manulife Financial; and
- b) they are not covered under the Provincial Plan or any other government-sponsored program; and
- c) they can legally be insured.

All Extended Health Care Benefits are paid as if the person were insured under the Provincial Plan.

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, except for covered Drug expenses.

- Drug Expenses

Employees in Classification Code A,B,D,E,F,G,H,I,J

The maximum quantity of Drugs or medicines that will be payable for each prescription will be limited to the lesser of:

- a) the quantity prescribed by the Physician or Dentist; or
- b) a 34 day supply.

A quantity of up to a 100 day supply may be payable in long term therapy cases, where the larger quantity is recommended as appropriate by the Physician and the Pharmacist.

Covered Expenses

Advance Supply Limitation

- Drug Expenses

26 Extended Health Care Benefit

Hospital Services in Canada

- Hospital Care

Hospital Services in Canada

- Hospital Care

Hospital charges in excess of the charges for standard Ward accommodation, up to the Hospital maximum shown in the Benefit Schedule, provided:

- a) the insured person was confined to Hospital on an in-patient basis; and
- b) the accommodation was specifically elected in writing by the insured person.

- Expenses Not Covered

- Expenses Not Covered

Charges for any portion of the cost of Ward accommodation, utilization or copayment fees (or similar charges).

- Hostel Benefit

- Hostel Benefit

Employees in Classification Code A,B,C,D,H

A Hostel Care Benefit will be provided, payable at the usual, customary and reasonable daily room rate, provided the insured person is being treated or requires tests on the recommendation of a Physician at a hospital which is located more than 60 kilometres from the insured person's residence. The person must be placed in a recognized medical Hostel associated with the referring Hospital.

ManuScript Provincial Drug Plan 1

ManuScript Provincial Drug Plan 1

Employees in Classification Code A,B,D,E,F,G,H,I,J

Charges incurred for the following when prescribed in writing by a Physician or Dentist and dispensed by a licensed Pharmacist, up to the maximum for this Covered Expense shown in the Benefit Schedule.

- Drugs and Medicines

- Drugs and Medicines

Charges for any Drug or medicine which is included as a benefit in the current Manitoba Drug Benefits and Interchangeability Formulary.

Charges for any Drug or medicine approved for exception drug status coverage by Manitoba Pharmacare under Part III of the Manitoba Pharmacare Drug Benefit Program.

The following expenses are not covered:

- a) charges made by a practitioner or Physician to administer injectable medications;
- b) charges for 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; and
- c) charges for Drugs used in the treatment of a sexual dysfunction.

Extended Health Care Benefit 27

- Diabetic Supplies

Charges for standard syringes, needles and diagnostic aids, required for the treatment of diabetes (charges for cotton swabs, rubbing alcohol, automatic jet injectors and similar equipment are not covered).

- Diabetic Supplies

- Payment of Covered Expenses

The maximum amount for any Covered Expense is the price of the lowest cost generic equivalent product that can legally be used to fill the prescription, as listed in the Manitoba Drug Benefits and Interchangeability Formulary.

- Payment of Covered Expenses

If there is no generic equivalent product for the prescribed Drug or medicine, the amount covered is the cost of the prescribed product.

The amount payable is subject to the Drug Deductible, if any, and the Benefit Percentage for Drugs, as shown in the Benefit Schedule.

Note: Claims are paid based on the Manitoba Formulary even if an employee resides outside Manitoba.

- No Substitution Prescriptions

Where a prescription contains a written direction from the Physician or Dentist that the prescribed Drug or medicine is not to be substituted with another product, the full cost of the prescribed product is covered if it is listed as a benefit in the current Manitoba Drug Benefits and Interchangeability Formulary.

- No Substitution Prescriptions

The amount payable is subject to the Drug Deductible, if any, and the Benefit Percentage for Drugs, as shown in the Benefit Schedule.

- Direct Claims Payment

Employees in Classification Code E,F,I,J

- Direct Claims Payment

Manulife Financial will provide a Pay Direct Drug Card for each Employee insured for this Benefit. The Pay Direct Drug Card is honoured by participating Pharmacists displaying the appropriate Pay Direct Drug decal.

To fill a prescription for covered Drug expenses the insured Employee must:

- a) present the Pay Direct Drug Card to the Pharmacist; and
- b) pay any amounts that are not covered under this Benefit.

Reimbursement of covered Drug expenses will be payable directly to the Pharmacist. Prescriptions for covered Drug expenses purchased without the Pay Direct Drug Card will be reimbursed directly to the Employee.

28 Extended Health Care Benefit

Vision Care

Vision Care

Charges for eye exams, including refractions, when prescribed by an ophthalmologist, optometrist, or oculist, up to the Eye Exams maximum shown in the Benefit Schedule.

Professional Services

Professional Services

Services of a licensed chiropractor, osteopath, podiatrist, athletic therapist, occupational therapist, dietician, audiologist, chiropodist, massage therapist, naturopath, speech therapist, physiotherapist, acupuncturist, and psychologist, up to the Professional Services maximum shown in the Benefit Schedule.

The recommendation of a Physician is not required for Professional Services.

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 are payable after the Provincial Plan's maximum for the benefit year has been paid.

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.

- Private Duty Nursing

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

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

Covered Expenses are subject to the Private Duty Nursing maximum shown in the Benefit Schedule, and is provided for up to 12 months following date of discharge from the hospital for the condition that was treated.

Charges for the following services are not covered:

- a) service provided primarily for custodial care, homemaking duties, or supervision;
- b) service performed by a nursing practitioner who is an Immediate Family Member or who lives with the patient;
- c) service performed while the patient is confined in a nursing home, or any similar institution; and
- d) service which can be performed by a person of lesser qualification, a relative, friend, or a member of the patient's household.

Manulife Financial suggests that a detailed treatment plan be submitted with cost estimates before Private Duty Nursing services begin. Manulife Financial will then advise the Employee of any benefit that will be provided.

- Rental of Major Medical Equipment

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

- a) Mobility Equipment: crutches, canes, walkers, and wheelchairs; and
- b) Durable Medical Equipment: manual hospital beds, respiratory and oxygen equipment, and other durable equipment usually found only in hospitals.

Medical Services and Supplies

- Private Duty Nursing

- Major Medical Equipment

30 Extended Health Care Benefit

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

- Non-Dental Prostheses, Supports and Hearing Aids

Charges for external prostheses.

Charges for a breast prosthesis are subject to the Breast Prosthesis maximum shown in the Benefit Schedule.

Charges for braces (other than foot braces), lumbar-sacro supports (excluding Obus formes), corsets, traction apparatus equipment, crutches, trusses, collars, leg orthosis, casts and splints.

Charges for the following expenses, when recommended by a Physician or podiatrist:

- a) stock-item orthopaedic shoes; and
- b) modifications or adjustments to stock-item orthopaedic shoes or regular footwear.

Charges will be subject to the Stock-Item Orthopaedic Shoes maximum shown in the Benefit Schedule.

Charges for 1 pair of custom-made shoes per calendar year which are:

- a) constructed by a Certified Orthopaedic Footwear Specialist; and
- b) 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.

Charges for casted, custom-made orthotics which are recommended by a Physician or podiatrist, up to the Custom-Made Orthotics maximum shown in the Benefit Schedule.

Charges for cost and installation of a hearing aid or aids, excluding repairs and batteries, up to the Hearing Aids maximum shown in the Benefit Schedule.

Charges for surgical stockings.

Charges for surgical brassieres up to the Surgical Brassieres maximum shown in the Benefit Schedule.

Extended Health Care Benefit 31

- Other Supplies

The cost of ileostomy, colostomy and incontinence supplies.

The cost of oxygen.

Cardiac Rehabilitation Treatment up to the maximum shown in the Benefit Schedule. The insured person must be placed in a recognized cardiac rehabilitation program following one of the following conditions:

- myocardial infarction
- bypass surgery
- valve replacement
- management of angina pectoris or other cardiac disease.

The cost of medicated dressings and burn garments.

The cost of wigs and hairpieces for patients with temporary hair loss as a result of medical treatment, up to the Wigs and Hairpieces maximum shown in the Benefit Schedule.

- Diagnostic Procedures

Charges for microscopic and other similar diagnostic tests and services, rendered in a licensed laboratory in the province of Quebec.

- Ambulance

Charges for licensed Emergency Ambulance service provided in the insured person's province of residence, including air ambulance, to transfer the patient to the nearest hospital where adequate treatment is available.

Charges for a Non-Emergency Ambulance within the insured person's province of residence, up to a maximum of \$250 per lifetime per person on recommendation of a Physician.

Charges for an Emergency or Non-Emergency Ambulance outside the insured person's province of residence, up to a maximum of \$250 Canadian Funds per trip.

- Dental Treatment

Charges for the treatment of accidental injuries to the natural teeth or jaw. The accident must be due to a force or blow external to the mouth and have occurred while the person was insured for this Benefit. The treatment must be commenced and approved for payment within 90 days of the accident.

Injuries due to biting or chewing are not covered.

- Other Supplies

**- Diagnostic
Procedures**

- Ambulance

- Dental Treatment

32 Extended Health Care Benefit

*- Out-of-Province or
Out-of-Canada*

- Out-of-Province or Out-of-Canada

Charges incurred for the following medical treatment given outside the insured person's province of residence:

- a) treatment required as a result of a Medical Emergency arising while temporarily outside the province of residence, provided that the insured 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 an insured 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 insured person is stable enough to return to his province of residence.

- b) referral out of Canada for medical treatment which is available in Canada, up to the Referral outside Canada maximum shown in the Benefit Schedule.

If, while outside Canada on referral for medical treatment, the insured person requires treatment for a medical condition which is related directly or indirectly to the referral treatment, the total expenses payable for all treatment are subject to the Referral outside Canada maximum shown in the Benefit Schedule.

These charges are subject to the Out-of-Canada Maximum shown in the Benefit Schedule.

For all treatment given out of Canada, other than emergency medical treatment, Manulife Financial:

- a) requires that it be recommended as necessary by a Physician practicing in Canada, and
- b) suggests that a detailed treatment plan be submitted with cost estimates before treatment begins.

Manulife Financial will then advise the Employee of any benefit that will be provided.

Extended Health Care Benefit 33

Charges for the following are payable under this Covered Expense:

- a) Physician's services;
- b) Hospital room and board at standard Ward rates. Charges in excess of Ward rates are payable if this Benefit covers Hospital Services in Canada. In such case, the amount payable under this expense is subject to the Hospital maximum shown in the Benefit Schedule;
- c) the cost of special Hospital services;
- d) Hospital charges for out-patient treatment;
- e) all other charges incurred while outside the province of residence on the same basis as if they were incurred in the province of residence;
- f) licensed ambulance services, including air ambulance, to transfer the patient to the nearest medical facility or hospital where adequate treatment is available; and
- g) medical evacuation for admission to a hospital or medical facility in the province where the patient normally resides.

Covered Expenses will be limited to Reasonable and Customary charges less the amount payable by the Provincial Plan, or which would have been payable had proper application been made.

All receipts for expenses incurred outside of province must be submitted on the Out of Province/Out of Canada Health Claim form in order to be considered under this Covered Expense.

34 Extended Health Care Benefit

ManuAssist

ManuAssist

The following assistance services are provided for an insured person when required as a result of a Medical Emergency which occurs while travelling outside such person's province of residence:

Medical Emergency Assistance

Medical Emergency Assistance

A Medical Emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while an insured 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 insured person is stable enough 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 insurance 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 insured person.

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

d) **Medical Care Monitoring**

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

e) **Medical Transportation**

If medically necessary, arrangements will be made to transfer an insured person to and from the nearest medical facility or to a medical facility in the insured 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 insured 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 an insured 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 an insured person, one-way economy transportation will be arranged to enable each insured 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 insured person, and whose fare for transportation and accommodation was pre-paid at the same time as the insured person's fare.

If the insured 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 an insured 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.

i) Visit of Family Member

Expenses incurred for round-trip economy transportation will be paid for an Immediate Family Member to visit an insured 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 Manulife Financial.

j) Vehicle Return

If an insured 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 insured person's home or nearest appropriate rental agency will be paid, up to a maximum of \$1,000 (Canadian).

k) Identification of Deceased

If an insured 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.

36 Extended Health Care Benefit

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

Non-Medical Assistance

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

In the event of the death of an insured 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 an insured 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 insured person's credit cards, family or friends, is provided.

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 insured person plans to travel.

Exceptions

Exceptions

Manulife Financial, and the company contracted by Manulife Financial 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 an insured 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.

Extended Health Care Benefit 37

Expenses Not Covered

Expenses Not Covered

No benefit is payable for any expense which is directly or indirectly related to:

- a) any illness or injury arising out of or in the course of employment when the person is covered by or is eligible for coverage by workers' compensation;
- b) any illness or injury for which benefits are payable under any government plan or legally mandated program;
- c) self-inflicted injuries or illnesses, whether the person is sane or insane;
- d) war, insurrection, the hostile action of any armed forces or participation in a riot or civil commotion;
- e) the committing of or the attempt to commit an assault or criminal offence;
- f) charges for periodic check-ups, broken appointments, third party examinations, travel for health purposes, or completion of claim forms;
- g) charges for services or supplies
 - i) when there would have been no charge at all in the absence of insurance;
 - ii) when reimbursement would have been made under a government-sponsored plan in the absence of insurance;
 - iii) which are received from a medical or dental department maintained by an employer, association or trade union;
 - iv) which are required for recreation or sports but which are not medically necessary for regular activities;
 - v) which would have been payable by the Provincial Plan if proper application had been made;
 - vi) which are performed or provided by the insured person, an Immediate Family Member or a person who lives with the insured person;
 - vii) which are provided while confined in a Hospital on an in-patient basis;
 - viii) which are not specified as a Covered Expense under this Benefit;
- h) medical or surgical care which is cosmetic; or
- i) medical treatment which is not usual and customary, or which is Experimental or Investigational in nature.

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Continuation of Coverage

Continuation of Coverage

If a person is Disabled when insurance under this Benefit terminates, Covered Expenses related to the treatment of the Disability will continue to be payable by Manulife Financial.

Coverage will be continued for up to 90 days after insurance would otherwise have terminated while the person remains Disabled. However, coverage will terminate if the disabled person becomes eligible for insurance under another group plan.

An Employee will be considered Disabled if he is unable to work at any occupation for which he is qualified or may reasonably become qualified by reason of training, education, or experience.

A Dependent will be considered Disabled if he is receiving medical treatment from a Physician and confined to a Hospital or to his home.

Survivor Extended Insurance Benefit 39

The Benefit

This Benefit applies only to Retirees of the Winnipeg Teachers' Association insured under Classification Code B,C,H and Retirees of W.A.N.T.E. insured under Classification Code G:

If a retiree dies while insured for this Benefit and while his Dependents are covered under this Policy, Manulife Financial will continue the Dependent coverage provided there is a surviving Spouse and that person is eligible to receive the Retiree's survivor pension. The Benefit Schedule shows which Dependent coverage will be continued under this Benefit. Premium payments will be required for this continued coverage.

Insurance Coverage Continued

The coverage continued on a Dependent will be the same as that which was in effect on the date of the Retiree's death. This insurance will be subject to any age reduction or termination shown in the Policy at that time.

Termination of Insurance

Coverage may be continued as long as the surviving Spouse is alive and this Policy is in force. Coverage on any Dependent ceases prior to this:

- a) if the Dependent Child would cease to qualify as a Dependent, even if the retiree were still alive; or
- b) if the Dependent Child obtains similar coverage elsewhere.

In the event of remarriage of the surviving Spouse, coverage may be continued for that Spouse and his or her eligible Dependent children, excluding the new Spouse.

The Benefit

- Insurance Coverage Continued

- Termination of Insurance

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Payees

Payees

All benefits for an Employee and such Employee's Dependents are payable to the Employee, unless the Employee has previously authorized payment to be made to the person and/or corporation which has rendered services, treatment or supplies. If the Employee is not alive, these benefits are payable to such Employee's estate.

- Payment of Small Amounts

Payment of Small Amounts

If any amount up to \$2,000 is payable to a person who is not alive or who cannot give a valid discharge for such payment, Manulife Financial may pay the amount to:

- a) any relative of that person; or
- b) any person or institution incurring expenses for the care, maintenance or burial of that person.

Requirement of Proof

Requirement of Proof

No claim for benefits will be paid until Manulife Financial receives satisfactory proof in writing that such benefits are payable under the terms of this Policy.

Manulife Financial reserves the right to request any additional information necessary, as determined by Manulife Financial, to validate the eligibility of a claim for benefits under this Policy. The Employee is responsible for any expenses incurred for obtaining this additional information.

- Submission of Proof

Submission of Proof

Proof that benefits are payable must be submitted by or on behalf of the Employee and received by Manulife Financial at its Head Office for Canadian Operations or one of its Group Claims Offices within:

- a) 12 months from the date the expense was incurred, for claims for Extended Health Care benefits, while insurance under this Policy is in force. Upon termination of a person's insurance under this Policy, proof that Extended Health Care benefits are payable must be submitted within the earlier of:
 - i) 12 months from the date the expense was incurred
 - ii) 90 days from the date of termination of insurance

Date Costs are Incurred

Date Costs are Incurred

The expense for a service or supply is deemed to have been incurred on the date the service was performed or the supply furnished. If a procedure involves multiple appointments, the expense is deemed to be incurred on the date the procedure is completed. For supplies that have to be ordered, the expense will be deemed to be incurred on the date the supplies were paid for. Proof of receipt of the supplies is required.

Examination by Manulife Financial

Manulife Financial reserves the right to have any person in respect of whom a claim is being made under this Policy submit to a medical, psychiatric, psychological, functional, educational and/or vocational examination or evaluation by an examiner selected by Manulife Financial, as often as may reasonably be required. No benefits will be payable if, without reasonable cause, the insured person fails to undergo such examination. If benefits are claimed for loss of life, Manulife Financial may require that an autopsy be performed. Manulife Financial will use the results of any such examination or autopsy to determine whether benefits are payable under this Policy.

Examination by Manulife Financial

Subrogation

If an insured person suffers personal injury or loss for which he has a right to bring action for damages against a third party, Manulife Financial shall be subrogated to the insured person's rights to recover damages to the extent that it may be obligated to pay benefits to the insured person. In such case, Manulife Financial will require the insured person to complete a subrogation reimbursement agreement. Manulife Financial has the right to suspend payment of benefits until the completed agreement is received.

Subrogation

Upon judgement or settlement for damages, the insured person shall reimburse Manulife Financial for benefits paid or payable. Unless notified to the contrary, the insured person's solicitor shall also represent Manulife Financial's interests in such a recovery.

Time Limit on Legal Action

No legal action against Manulife Financial may be commenced less than 60 days after proof has been filed in accordance with the above requirements. No such action may be brought more than two years after the last day on which proof of claim would be accepted under the terms of this Policy.

Time Limit on Legal Action

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Co-ordination of Benefits

Co-ordination of Benefits

Manulife Financial will co-ordinate its Extended Health Care Benefit payable under this Policy with other Plans which also cover an insured person for a similar Benefit.

Plans Co-ordinated with this Policy

Plans Co-ordinated with this Policy

For the purposes of the Co-ordination of Benefits, Plan means:

- a) other group insurance programs;
- b) any other arrangement of coverage for individuals in a group, whether on an insured or uninsured basis, including any pre-payment coverage, capitation plan, franchise plan or services plan; and
- c) individual travel insurance plans.

Plan does not include school insurance or Provincial Plans.

How Claims are Co-ordinated

How Claims are Co-ordinated

Benefits payable under this Policy will be reduced, when necessary, so that no more than 100% of eligible expenses incurred during a calendar year are jointly paid by this Policy and all Plans which come before it in the Order of Benefit Payment.

For the purposes of this provision, eligible expenses are as defined in each Policy or Plan document, before any applicable payment limitations, such as deductible, benefit percentage and maximums, are applied. An expense is eligible only to the extent that it is Reasonable and Customary.

Order of Benefit Payment

The Order of Benefit Payment is established by applying the following rules to the various Plans which cover eligible expenses. The rules are applied from first to last until an order is established.

- a) The Plan with no Co-ordination of Benefits provision in the Policy or Plan document is deemed to pay its benefits first (primary carrier).
- b) If all Plans have a Co-ordination of Benefits provision, the following rules are applied to determine the Order of Benefit Payment. The rules depend on the basis on which the person is covered in the Plan.
 - i) Employee/Member

The Plan which covers the person as an employee/member is deemed to pay its benefits before a Plan which covers that person as a dependent.

If the person is an employee/member under more than one Plan, the following order applies:

- 1) the Plan where the person is an active full-time employee, then
- 2) the Plan where the person is an active part-time employee, then
- 3) the Plan where the person is a retiree.

- ii) Dependent - Spouse

If a dependent spouse is also covered as an employee/member under another Plan, the Plan which covers the spouse as an employee/member is deemed to pay its benefits before the Plan which covers the spouse as a dependent.

If the spouse is an employee/member under more than one Plan, the order of benefit payment is as outlined under "Employee/Member" above.

- iii) Dependent - Child

If a dependent child is covered under more than one Plan, benefits are deemed to be paid first under the Plan of the parent with the earlier birthdate (month/day) in the calendar year. If both parents have the same birthdate, the Plan of the parent whose first name begins with the earlier letter in the alphabet is deemed to pay benefits first.

However, in situations where the parents of the dependent child are separated or divorced, the following order applies:

- 1) the Plan of the parent with custody of the child, then

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- 2) the Plan of the spouse of the parent with custody of the child, then
- 3) the Plan of the parent not having custody of the child, then
- 4) the Plan of the spouse of the parent not having custody of the child.

Where divorced or separated parents share joint custody of the dependent child, benefits are deemed to be paid first under the Plan of the parent with the earlier birthdate (month/day) in the calendar year. If both parents have the same birthdate, the Plan of the parent whose first name begins with the earlier letter in the alphabet is deemed to pay benefits first.

- c) For dental accidents, Extended Health Care Plans with accidental dental coverage determine benefits before Dental Plans.
- d) If the Order of Benefit Payment cannot be established by the preceding rules, benefits will be pro-rated between or among the Plans in proportion to the amounts that would have been paid under each Plan had there been coverage by only that Plan.

Special Rules Applied

Special Rules Applied

Manulife Financial will apply the following rules in co-ordinating benefits under this Policy:

- a) if a person does not apply for a benefit for which he is eligible under another Plan, the amount of such benefit will be estimated by Manulife Financial and assumed to be paid;
- b) if only part of a Plan provides for the co-ordination of benefits, this part will be considered a separate Plan from the part which does not provide for co-ordination;
- c) this Policy is considered to be a Plan in applying the rules which establish an Order of Benefit Payment;
- d) when a Plan provides benefits in the form of service rather than cash payments, the Reasonable and Customary value of the service rendered is deemed to be both an eligible expense and a benefit paid; and
- e) if a 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.

Administration of the Provision

Administration of the Provision

Manulife Financial has the right to release to or obtain from any other insurer, person or institution, information needed to administer the Co-ordination of Benefits provision in this Policy. Manulife Financial has the right to recover any payments in excess of the amount determined to be payable in accordance with this provision.

Administration of the Policy 45

Method of Administration

This Policy must be administered in accordance with Manulife Financial's instructions.

*Method of
Administration*

Participation Requirements

100% of eligible Employees must be insured for the mandatory benefits under this Policy. For the benefits which are non-mandatory, at least 75% must be insured. In addition, a minimum of 20 Employee(s) must be covered at all times.

*Participation
Requirements*

For non-mandatory benefits under this Policy, eligible Employees must either:

- a) apply for all the non-mandatory benefits; or
- b) refuse coverage for all the non-mandatory benefits.

Employees who are covered under a Spouse's insurance plan for similar benefits may submit a signed waiver of insurance for those benefits under this Policy. Employees who submit these waivers will not be counted as eligible for purposes of the Participation Requirements.

All eligible Dependents must be insured under this Policy unless they are covered under another insurance plan for similar benefits. In this case, the Employee must also submit a signed waiver of Dependent insurance in order for coverage on such Dependents to be waived or terminated. Waiver or termination will take effect on the date such notice is received.

All Employees who have not submitted the signed waivers described above are covered from the date on which they are first eligible, if the benefits are mandatory.

Notice of New Employees

The Policyholder must supply enrolment material to eligible Employees and inform Manulife Financial of the addition of new Employees as they become eligible for insurance.

*Notice of New
Employees*

Notice of Terminated Employees

The Policyholder must inform Manulife Financial of the termination of insurance on Employees on or before the date on which this insurance terminates. Payments made with respect to ineligible persons because of the late receipt of termination notice will be recovered from the Policyholder if they cannot be recovered from the Employee on whose behalf they were paid.

*Notice of Terminated
Employees*

Uniform Practices

Options available to the Policyholder must be chosen and administered by the Policyholder on a uniform basis without prejudice to any Employee.

Uniform Practices

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Right of Verification

Right of Verification

Manulife Financial shall have the right to inspect, as often as may reasonably be required, those books and records of the Policyholder or any person or organization that may have a bearing on the insurance in force under this Policy. Manulife Financial may require any insured person to provide proof of age.

Clerical Error and Misstatement

Clerical Error and Misstatement

A clerical error is a mistake in writing or copying data. A clerical error made by the Policyholder or Manulife Financial will not invalidate insurance otherwise in force, or continue insurance otherwise terminated under the terms of this Policy.

If an insured person's age has been misstated, his true age will be used to determine:

- a) the effective date or termination date of insurance;
- b) the amount of insurance; and
- c) any other rights or benefits under this Policy.

Manulife Financial will adjust the insurance in force where this is affected by a clerical error or a misstatement of age.

A premium adjustment which reflects the adjustment in insurance will be made on a subsequent premium due date.

Employee Contributions

Employee Contributions

Manulife Financial is not responsible for the collection of any employee contributions required for insurance under this Policy. However, the Policyholder may not require any contribution in respect of a person's insurance under any Benefit while the corresponding premium is being waived.

Booklets

Booklets

Manulife Financial will produce a booklet for each Employee insured under this Policy, unless Manulife Financial and the Policyholder have otherwise agreed. The booklet will set out the main features of insurance coverage and state to whom benefits are payable. These booklets will be distributed by the Policyholder to each insured Employee.

Possession of a booklet alone does not entitle an Employee to insurance under this Policy. This Policy must be in effect and the Employee must satisfy all the requirements of this Policy. The booklet is not a contract of insurance, nor does it create or confer any contractual or other rights. The provisions of this Policy will govern if they are in conflict with anything stated or implied in a booklet.

If an Employee receives a booklet from the Policyholder that has not been approved by Manulife Financial, and if any claim that would otherwise be limited or denied by the provisions of this Policy, is increased or paid as a result of information included in, or missing from such booklet, the Policyholder will be responsible for reimbursing Manulife Financial for the amount of such increase or payment plus expenses and administration costs.

48 Payment of Premiums

Time of Payment

Time of Payment

The initial premium is due on the Effective Date and subsequent premiums are due on the first day of every month thereafter. Premiums are payable by the Policyholder to Manulife Financial at Manulife Financial's Head Office for Canadian Operations or any of its Field Offices.

Amount of Premium

Amount of Premium

The amount of premium payable by the Policyholder on each premium due date will be the aggregate of the amounts, including any retroactive premium adjustments, payable in respect of each person insured on that date.

Grace Period

Grace Period

After the first premium is paid, 45 days of grace are allowed for the payment of any premium. If a premium is paid during the grace period, the insurance under this Policy continues in force. However, if the premium is not paid during this time, Manulife Financial reserves the right to:

- a) apply a service charge to all overdue premiums;
- b) withhold payments for all claims incurred after the grace period until all monies due Manulife Financial are paid; and
- c) automatically cancel this Policy at the end of the grace period.

Premium for Each Insured Person

The amount payable in respect of any insured person shall be determined according to the benefits for which that person is insured and the premium rates then applicable to those benefits.

Premium Rates

Manulife Financial may set new rates:

- a) on any premium due date after the first Renewal Date, but not more than once in any policy year;
- b) upon amendment of this Policy at the Policyholder's request;
- c) upon amendment or termination of any other plan which provides benefits which are offset against benefits under this Policy;
- d) at any time after the passage of Provincial or Federal law or regulation which results in a change to:
 - i) the liability for provision of benefits under this Policy; or
 - ii) the taxability of premiums or benefits.
- e) for a Policy which covers Hospital, Medical, Drug or Dental expenses, at any time the benefits payable under the Policy are affected by a change in:
 - i) hospital room and board charges;
 - ii) provincial hospital, medical, Drug, or dental plans;
 - iii) the Compendium of Pharmaceuticals and Specialties;
 - iv) Provincial Dental Fee Guides.

Premium Payment Deemed Acceptance

Payment towards the first premium due on or after the date on which an amendment or a premium rate change takes effect is deemed to constitute acceptance of the amendment or premium rate change and all written terms and conditions attached to such a change. All such terms and conditions are deemed to become a part of this Policy.

Premium for Each Insured Person

- Premium Rates

Premium Payment Deemed Acceptance

50 Payment of Premiums

Premium Adjustments

Premium Adjustments

A premium adjustment will be made for each of the following changes to the amount of insurance in force under this Policy:

- a) changes due to an amendment of the Policy;
- b) retroactive changes made to correct the effect of a clerical error or age misstatement;
- c) retroactive changes required due to the late reporting of the addition or termination of Employees; and
- d) any other changes that take effect more than one month prior to the next premium due date.

Retroactive adjustments which result in a credit to the Policyholder will be limited to the lesser of:

- a) 6 months; or
- b) the number of complete months since the last Renewal Date.

However, this will in no way affect the actual effective date of the termination or reduction in an Employee's coverage.

Premium Due on Termination of Policy

Premium Due on Termination of Policy

The Policyholder shall remain liable for all premiums due and unpaid on the date this Policy terminates. If this date is not a premium due date, the last premium will be reduced to reflect the period between the date it was due and the date of termination.

The Entire Contract

The Entire Contract

This Policy, the Policyholder's application, the individual Employee's applications, and any document which supports or alters the information or effect of any such applications constitute the entire contract. A copy of the Policyholder's application is included with this Policy.

On request from the Policyholder, Manulife Financial will provide the Policyholder with an electronic copy of the text in this Policy. The electronic copy is provided for information purposes only and does not create or confer any contractual rights or obligations. All rights and obligations of the Policyholder and Manulife Financial are governed by the paper version of this Policy. In the event of a discrepancy between the paper version and the electronic copy of the Policy, the paper version will govern. No alteration of the Policy is permitted by any person, except by an authorized representative of Manulife Financial.

Amendments

Amendments

No provision of this Policy may be waived, changed or modified unless this is done in writing and signed by an authorized representative of Manulife Financial.

Termination of the Policy

Termination of the Policy

The Policyholder may terminate this Policy by giving written notice to Manulife Financial. The Policy will terminate on the latest of:

- a) the date such notice is received at Manulife Financial's Head Office;
- b) the end of the period for which premiums have been paid; and
- c) the date specified by the Policyholder.

Manulife Financial may terminate this Policy or a benefit under this Policy if:

- a) the number of insured Employees, or
- b) the percentage of insured Employees,

is less than the minimum Participation Requirements specified in this Policy.

Manulife Financial may also terminate this Policy or any benefit under this Policy on any Policy Anniversary or Renewal Date by giving at least 45 days written notice to the Policyholder.

Manulife Financial has the right to terminate this Policy at the end of the Grace Period, if premium is not paid.

The Policyholder is responsible for informing Employees when this Policy terminates.

52 The Policy

Contesting the Policy

Contesting the Policy

In the absence of fraud, the validity of this Policy will not be contested if it has been in force for two years from its issue date and all the premiums due in that time have been paid.

Contesting a Person's Insurance

Contesting a Person's Insurance

In the absence of fraud, no statement made in respect of the insurability of a person may be used in contesting the validity of that person's insurance after such insurance has been in force for two years during the person's lifetime.

Assignment of Insurance

Assignment of Insurance

The rights or interests of an Employee under this Policy are not assignable.

Non-Participation

Non-Participation

This Policy will not share in any surplus distributed by Manulife Financial.

Gender

Gender

In this Policy, unless the context requires otherwise, reference to the masculine gender will also include the feminine gender.

Currency of Payment

Currency of Payment

All amounts payable under this Policy, to or by Manulife Financial, are payable in Canadian currency.

Conformity with the Law

Conformity with the Law

If a provision of this Policy is contrary to any law to which it is subject, this provision will be deemed to conform to the minimum requirements of such law.

Drug Benefit for Insured Persons who reside in Quebec

In accordance with the requirements of the prescription drug insurance legislation in Quebec, An Act Respecting Prescription Drug (R.S.Q. c., A-29-01) and the regulations enacted under this act (hereinafter collectively the "Legislation"), the drug benefit provided under the Policy to covered persons who reside in Quebec will be administered as outlined in this Addendum.

If a provision of the Policy or this Addendum is, in full or in part, contrary to the Legislation or any other law or regulation replacing it, that provision, or the part that is deemed to be contrary will be presumed to be amended to comply with the minimum requirements of the then applicable laws and regulations.

Covered Drug Expenses

The following expenses are covered:

- a) 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
- b) drugs that are listed as a covered expense in the Policy 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. For all other covered drug expenses, the provisions stated in the Policy will apply.

a) Percentage Payable By Manulife Financial

Prior to the Annual Out-of-Pocket Maximum being reached, the percentage of covered expenses payable under the Policy will be:

- i) For any drugs on the RAMQ List which are not otherwise covered under the terms of the Policy, the percentage is as set out by the then applicable Legislation.
- ii) For any drug on the RAMQ List which is covered under the terms of the Policy, the percentage payable is the greater of:

- the benefit percentage stated in the Policy, or

- the percentage as set out by the then applicable Legislation.

After the Annual Out-of-Pocket Maximum has been reached, the percentage of covered expenses payable under the Policy will be 100%.

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b) **Annual Out-of-Pocket Maximum**

The Annual Out-of-Pocket Maximum is the portion of covered drug expenses which must be paid by an insured person in a calendar year, before the percentage payable under the Policy will be 100%. Amounts that will be applied to the Annual Out-of-Pocket Maximum are:

- i) the deductible amounts, and
- ii) the portion of covered drug expenses that is payable by the insured person, when the benefit percentage under the Policy is less than 100%.

The Annual Out-of-Pocket Maximum for the Employee and his Spouse is as stipulated in the Legislation and includes those portions of covered drug expenses paid for dependent children.

For the purposes of calculating the Out-of-Pocket Maximum for the Employee and his Spouse, those portions of covered drug expenses paid for 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, stated in the Policy will apply, up to the Annual Out-of-Pocket Maximum. Thereafter, the deductible will not apply.

d) **Lifetime Maximums**

Lifetime maximums, if any, stated in the Policy will not apply to Drugs on the RAMQ List. Drug coverage provided after the lifetime maximum amount stated in the Policy 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 Manulife Financial for covered expenses is the percentage as set out by the then applicable Legislation.

e) **Eligible Dependent Children**

Eligible Dependent children who are in full-time attendance at an accredited educational institution will be covered until the later of attainment of:

- i) the age specified in the Policy, and
- ii) age 26

Drug Coverage provided for Dependent Children after the age stated in the Policy is subject to the following conditions:

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

f) Termination Age for covered Drug Expenses

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

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

g) Continuation of Coverage - Concerted Work Stoppages

In the event of a strike, lock-out or other concerted work stoppages, coverage will continue until the later of:

- i) the length of time, if any, specified in the Policy, and
- ii) 30 days

Premiums must be paid in order for coverage to be continued.

Coverage for drugs that are listed as a covered expense in the Policy, but are not on the RAMQ List

With respect to drugs that are covered under the Policy but are not on the RAMQ List, all the provisions stated in the Policy will apply.

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