EMPLOYEE BENEFITS BOOKLET

Empire Life®

INTRODUCTION

Your employer has entered into an agreement with **The Empire Life Insurance Company (Empire Life)** to provide you with a plan of group insurance benefits.

This information booklet has been prepared in order to give you an informal summary of the benefits and provisions of your Plan. It does not constitute the group Policy and is not a contract of insurance, nor does it confer or grant any contractual or other rights. All rights under this Plan will be governed solely by the provisions of the master Policy and by applicable law.

In the event of any discrepancy between this booklet and the group Policy, the terms and provisions of the group Policy apply.

The booklet contains important information concerning your group insurance coverage. As at the print date, this is the most current version of your group insurance benefits and replaces any previous booklet.

Should you have any questions, please contact your plan administrator or Empire Life at group.csu@empire.ca or Toll free 1-800-267-0215.

Community Living Guelph Wellington

All Employees

Policy Number: G2993-001

Arranged by:

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Bothwell Financial Services Inc.
Integratis Benefit Solutions Inc.
People Corporation

Print date: August - 2024

SCHEDULE OF BENEFITS

Eligibility: 1,040 hours worked continuous employment

BASIC LIFE

Benefit: 2 times Annual Salary

Maximum Benefit: $160,000

No Evidence Limit: No evidence of insurability is required.

Reduction: Reduces by 50% at 65, and further reduces to $5,000 at age 70.

Termination: Age 75 or prior retirement.

Waiver of Premium: To age 65 or prior retirement.

Own Occupation Period: 2 years from the start of any benefit period for the purposes of the "Total Disability" definition for the Waiver of Premium Benefit.

Elimination Period: For the purposes of the Waiver of Premium Benefit.
Injury 119 days
Sickness 119 days

OPTIONAL LIFE

Benefit: Units of $10,000

Maximum Benefit: $150,000

No Evidence Limit: Evidence of insurability is required for all amounts of Insurance.

Reduction: Reduces by 50% at age 65.

Termination: Age 70 or prior retirement.

SCHEDULE OF BENEFITS

ACCIDENTAL DEATH & DISMEMBERMENT

Benefit:	2 times Annual Salary
Maximum Benefit:	$160,000
No Evidence Limit:	No evidence of insurability is required.
Reduction:	Reduces by 50% at 65, and further reduces to $5,000 at age 70.
Termination:	Age 75 or prior retirement.

Additional Benefits

Seat Belt Benefit	Equal to 10% of the Amount of Insurance payable.
Child Benefit	$2,500 for each Dependant Child of the Insured Employee.
Repatriation Benefit	$10,000 maximum
Family Transportation Benefit	$5,000 maximum
Employee Rehabilitation/Training Benefit	$10,000 maximum
Spousal Occupational Training Benefit	$10,000 maximum
Child-Post Secondary Education Benefit	The lesser of $5,000 or 5% of the Amount of Insurance, per Child per year, for a maximum of 4 years.
Home Alteration and Vehicle Modification Benefit	$10,000 maximum for home and vehicle combined, once per lifetime.

OPTIONAL ACCIDENTAL DEATH & DISMEMBERMENT

Benefit:	Units of $10,000
Maximum Benefit:	$150,000
No Evidence Limit:	Evidence of insurability is required for all amounts of Insurance.
Reduction:	Reduces by 50% at age 65.
Termination:	Age 70 or prior retirement.

SCHEDULE OF BENEFITS

DEPENDANT LIFE

Benefit:	Spouse	$5,000
	Child	$2,500
Termination:	Employee's termination under the policy or employee's age 75 whichever is earlier.	

OPTIONAL SPOUSAL LIFE

Benefit:	Units of $10,000
Maximum Benefit:	$150,000
No-Evidence Limit:	Evidence of insurability is required for all amounts of Insurance.
Reduction:	Reduces by 50% at age 65
Termination:	Employee's termination under the policy or spouse's age 70 whichever is earlier.

OPTIONAL SPOUSAL ACCIDENTAL DEATH & DISMEMBERMENT

Benefit:	Units of $10,000
Maximum Benefit:	$150,000
No-Evidence Limit:	Evidence of insurability is required for all amounts of Insurance.
Reduction:	Reduces by 50% at age 65
Termination:	Employee's termination under the policy or spouse's age 70 whichever is earlier.

SCHEDULE OF BENEFITS

LONG TERM DISABILITY

Benefit:	66.7% of monthly earnings rounded to the next higher $1
Maximum Benefit:	$5,000
Elimination Period:	Injury 119 days Sickness 119 days
Integration:	Primary CPP/QPP Benefits
Benefit Period:	Age 65
No Evidence Limit:	No evidence of insurability is required.
Own Occupation Period:	2 year(s)
Termination:	Age 65 less the Elimination Period or prior retirement.
Tax Status:	Benefits payable under this Provision are Non-Taxable.

SCHEDULE OF BENEFITS

EXTENDED HEALTH BENEFITS

Benefit Period - 12 month period from January 1st to December 31st.

Survivor Benefit - 24 months.

Termination Age - Employee's age 75 or prior retirement.

For detailed descriptions and limitations for these benefits refer to the Extended Health Benefit section

Empire Life will pay for Eligible Expenses (up to the maximum outlined below or the **Reasonable and Customary Charge**, whichever is less), for a Person Insured, that are **Medically Necessary** for the treatment of a Sickness or injury.

The Extended Health Benefits provided under this Policy to any Person Insured who is a resident of a province that offers a public prescription drug plan will be administered in accordance with the requirements of applicable provincial prescription drug insurance legislation (e.g. *An Act Respecting Prescription Drug Insurance* in Quebec) and will meet any applicable minimum coverage standard, as determined by Empire Life.

Key: **Ref** – Physician's referral required **Coins** – Coinsurance amount
Ded S/F – Single & Family deductibles **Max** – Maximums and other limitations

Each Person Insured is covered for the following with an **unlimited** maximum, with any exceptions noted and subject to the Extended Health Benefit Provision.

The overall combined deductible for EHB, per benefit period, is:
Single amount – $0 **Family amount** – $0

Drugs

Pay direct plan	**Coins**	**Ded S/F**	**Max**
Generic Prescription. Plan will pay up to $7.50 of the Dispensing Fee (subject to any deductibles or maximums) and the employee will pay the balance.	90%	$0/$0	
If purchased at Shoppers Drug Mart Store #10001, Mount Forest	90%	$0/$0	

Specialty Drug Program[1]

Drug Type	**Purchase Location**	**Coins**	**Dispensing Fee**
Specialty	Express Scripts Canada Pharmacy	90%	Plan will pay up to $7.50 of the Dispensing Fee and the employee will pay the balance.
Specialty	Retail Pharmacy	70%	Plan will pay up to $7.50 of the Dispensing Fee and the employee will pay the balance.

Maintenance and Other	Retail Pharmacy	90%	Plan will pay up to $7.50 of the Dispensing Fee and the employee will pay the balance.

[1] The Specialty Drug Program does not apply to residents of Quebec.

SCHEDULE OF BENEFITS

Major Medical

	Coins	Ded S/F	Max
Accidental dental	90%		
Ambulance	90%		
Diagnostic tests	90%		$500 per benefit period
Eye Exam, to age 18	100%		$85, 1 per 12 consecutive months
Eye Exam	100%		$85, 1 per 24 consecutive months
Hearing aid	90%		$500 per 60 consecutive months
Private duty nursing	90%		$11,111 per benefit period
Gender affirmation	100%		$10,000 per Benefit period, $20,000 lifetime

Hospital Coverage

	Coins	Ded S/F	Max
Convalescent hospital	100%		$30 per day, 180 days per claim

Medical Supplies and Appliances

- Medical Supplies and Appliances **require a separate Physician's referral for each supply or appliance prescribed**. The date of the Physician's referral and diagnosis must be within a six month period of submission of any claim. Only **Medically Necessary** supplies and appliances are covered under this Plan. Medical Supplies and Appliances prescribed solely for comfort, sports or recreational activities are not an Eligible Expense under this Plan. Empire Life reserves the right to request additional information for any Medical Supply or Appliance prescribed.
- Empire Life will pay for Eligible Expenses (up to the maximum outlined below or the **Reasonable and Customary charge**, whichever is less), for a Person Insured, that are **Medically Necessary** for the treatment of a Sickness or injury.
- Prior to making a purchase for a supply or appliance, a Person Insured should contact Empire Life to obtain the Reasonable and Customary charge for a supply or appliance and a confirmation that such supply or appliance is covered under this Plan.

	Coins	Ded S/F	Max
Apnea machine (CPAP)	90%		$2,000, 1 per 60 consecutive months
Apnea machine supplies	90%		
Apnea mask	90%		1 per benefit period
Artificial eye; initial prosthesis	90%		1 per lifetime
Artificial eye; repair & replacement	90%		$1,000 per benefit period
Artificial limb; initial prosthesis	90%		1 per lifetime
Artificial limb; repair & replacement	90%		$1,000 per benefit period
Blood pressure monitor	90%		$100 lifetime
Braces with rigid supports	90%		1 per benefit period
Compression stockings with a strength of 20 mmHg or higher	90%		$100 per benefit period
Crutches	90%		
Custom-made foot orthotics	90%		$150 per benefit period
Diabetic monitor	90%		$1,000 lifetime
External breast prosthesis	90%		1 per benefit period
Hospital bed	90%		
Insulin pump	90%		$4,000 per 60 consecutive months
Insulin pump supplies	90%		
IPP Breathing machine	90%		
Orthopaedic shoes	90%		$200 per benefit period
Ostomy supply	90%		
Surgical bras	90%		2 per benefit period
TENS	90%		$1,500 lifetime
Viscosupplementation	90%		$600 per benefit period
Wheelchair; electric	90%		$3,000 lifetime
Wheelchair; manual	90%		$1,000 lifetime
Wigs, post-chemotherapy	90%		$500 lifetime

Paramedical Practitioners

Provincial and territorial legislation specifies for each province or territory which paramedical practitioners are, or are not, regulated. In cases where the paramedical practitioner is not regulated, Empire Life has set the required level of education, training and/or professional affiliations.

The Clinical Psychologist maximum will also cover services provided by a licensed clinical psychologist, registered clinical counsellor, Canadian certified counsellor, psychotherapist, registered clinical therapist, registered therapeutic counsellor, registered professional counsellor or any other certified mental health practitioner, with the required level of education, training and/or professional affiliations.

Each paramedical service has a Reasonable and Customary amount and a limit of one visit per day.

Payment will not be made for services or supplies that were received or purchased from a provider that is not approved by Empire Life.

- Chiropodist and Podiatrist have a combined maximum of $350
- Physiotherapist and Occupational Therapist have a combined maximum of $600
- Chiropractor has a per visit maximum of $15.00.

	Ref	Coins	Ded S/F	Max
Acupuncturist		90%		$350 per benefit period
Chiropodist		90%		subject to any combined maximum shown above per benefit period
Chiropractor		90%		$350 per benefit period
Clinical Psychologist		90%		$350 per benefit period
Massage therapist		90%		$350 per benefit period
Naturopath		90%		$350 per benefit period
Occupational therapist		90%		subject to any combined maximum shown above per benefit period
Osteopath		90%		$350 per benefit period
Physiotherapist		90%		subject to any combined maximum shown above per benefit period
Podiatrist		90%		subject to any combined maximum shown above per benefit period
Social Worker (MSW required)		90%		$350 per benefit period
Speech therapist		90%		$350 per benefit period

Vision

Maximums:

- Frames and Lenses (including Single Vision and Safety glasses), Bifocals, Trifocals, Laser Eye Surgery and Regular Contacts have a **combined maximum of $300 per 24 consecutive months**
- Contact lenses - special (required for cataracts, severe corneal scarring, keratoconus or aphakia) have a **maximum of $300 per 24 consecutive months**

Coinsurance:

- **100%** on the covered procedures listed below except where otherwise noted

Deductible:

- There is no deductible on the covered procedures listed below

Covered Procedures:

- Bifocal glasses
- Contact lenses
- Contact lenses - special (required for cataracts, severe corneal scarring, keratoconus or aphakia)
- Frames and Lenses (including Single Vision and Safety glasses)
- Laser eye surgery
- Trifocal glasses

Out of Province of Residence Coverage

Out of Province of Residence – Emergency Coverage – $5,000,000 lifetime maximum (combined)

- one period is 60 continuous days from the date of departure.
- the Travel Emergency Assistance Program services will only apply to a Person Insured who is travelling on business or vacation outside of their province of residence.

	Coins	Ded S/F	Max
Emergency Charges for Other Eligible Medical Expenses	100%	$0/$0	
Emergency Hospital In-Patient Room Charges	100%	$0/$0	
Emergency Hospital Out-Patient Charges	100%	$0/$0	
Emergency Physicians Charges	100%	$0/$0	
Medical transport	100%	$0/$0	
Out of country	100%	$0/$0	
Repatriation of remains	100%	$0/$0	
Return of dependant children	100%	$0/$0	
Trip delay	100%	$0/$0	
Vehicle return	100%	$0/$0	
Visit of Family Member - Travel	100%	$0/$0	
Visit of Family Member - Meals/Accommodation	100%	$0/$0	$200 per day

SCHEDULE OF BENEFITS

Out of Province of Residence – Referral Coverage – $15,000 lifetime maximum (combined)

	Coins	Ded S/F	Max
Out of province; referral; hospital	90%		$150 per day
Out of province; referral; other	90%		
Out of province; referral; physician	90%		

SCHEDULE OF BENEFITS

DENTAL

Deductible Amount:	Single $0 Family $0	
Coinsurance:	Basic Services, Periodontic/Endodontic Services	90%
	Major Restorative Services	60%
	Orthodontic Services	50%
Benefit Period Maximum:	Basic Services, Periodontic/Endodontic Services, Major Restorative Services	$1,500
Lifetime Maximum:	Orthodontic Services	$1,000

Dental Fee Guide: Current Fee Guide for General Practitioners approved by the Provincial Dental Association in the Province of Ontario.

Survivor Benefit: 24 months.

Benefit Period: 12 month period from January 1st to December 31st.

Dental Recall Frequency: 5 months

Dental Scaling: All Provinces (excluding Quebec) 12 units
Quebec 6 units

Termination: Employee's age 75 or prior retirement.
Spousal coverage terminates at the employee's termination under the policy or the spouse's age 75 whichever is earlier.

SCHEDULE OF BENEFITS

ADDITIONAL SERVICES

You and your dependants, if applicable, may have access to additional services such as health and wellness services, as determined by Empire Life. Such services are provided by third party service providers. To request such service, you may need to contact the third party service provider directly, as specified by Empire Life. Some incidental fees related to the service may have to be assumed by you.

The availability of additional services is not guaranteed and is determined by Empire Life. Empire Life may at its sole discretion change or cancel such services at any time without prior notice.

Empire Life assumes no responsibility and shall not be liable for: (i) any of the additional services provided to you or your dependants (ii) any expenses incurred by you or your dependants in relation to such services, (iii) any treatment received in relation to such services, and/or (iv) any acts or omissions of the third party service providers.

Information regarding the additional services may be available on the Empire Life website.

Teladoc Medical Experts®

Employees and eligible dependants receive access to Teladoc Medical Experts' leading expertise to help find a specialist, get a second medical opinion, and receive a digital copy of medical records. To use this service, contact Teladoc Health at 1 877 419-2378 or online via the Teladoc Health portal at www.teladoc.ca.

Mental Health Navigator

Teladoc Medical Experts® provides employees and eligible dependants with Mental Health Navigator. This virtual service provides expert mental health guidance to help confirm you have the right diagnosis or treatment plan. To use this service, contact Teladoc Health at 1 877 419-2378 or online via the Teladoc Health portal at www.teladoc.ca.

Representations about Teladoc are those of Teladoc Health Inc., and not Empire Life. Teladoc and Teladoc physicians are independent contractors and are not agents of Empire Life. All representations about the services of Teladoc are those of Teladoc Health, Inc. and not The Empire Life Insurance Company. Policies are issued by Empire Life.

GENERAL PROVISIONS

ELIGIBILITY

You are eligible for coverage under this Plan if you:
- have satisfied the Eligibility Period;
- have not reached the Termination Age of each respective benefit as specified in the Schedule of Benefits; and
- are Actively at Work.

EVIDENCE OF INSURABILITY

If your written request for coverage is received within 31 days of being eligible, Evidence of Insurability will only be required for any amounts in excess of the respective No Evidence Limits, as specified on the Schedule of Benefits.

Should your written request for coverage be received after 31 days of becoming eligible for coverage and the Policy is mandatory, premiums are payable from the date you became eligible. If however, the Policy is non-mandatory, you will be required to submit Evidence of Insurability for all insurance. Coverage will not become effective until evidence has been reviewed and approved. For further information, please see your Plan Administrator or your Personnel Department.

COORDINATION OF BENEFITS

If your Plan includes Extended Health, Dental, Medical Expense (Vital Assist Benefit) or Health Care Spending Account Benefits and if either you or your dependants are entitled to benefits under this Plan and any other plan for the same expense, the amount payable will be co-ordinated and/or reduced under this Plan to ensure the total amount payable under all plans does not exceed the amount of the expense incurred. For further information, please see your Plan Administrator or your Personnel Department.

LIMITATION OF ACTIONS

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract (this Policy) is absolutely barred unless commenced within the time set out in the Insurance Act (for British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for Ontario), or other applicable legislation (for all other provinces and territories).

TERMINATION OF COVERAGE

Your benefits will terminate whenever one of the following first occurs:
- termination of employment; or
- premiums are not submitted on your behalf; or
- the Policy is terminated; or

you no longer satisfy one or more of the eligibility requirements above.

PAYMENT OF CLAIMS

Claim Filing

If you wish to claim for any benefit, please see your employer who will provide you with the correct forms and explain how you should file a claim. You should save all bills and original receipts for medical expenses as they will be required for proof of claim.

Whenever possible, you should promptly submit the completed claim form and any actual bills or receipts (**not photocopies**). Empire Life should be notified within 31 days of any event which will give rise to a claim, or within 45 days whenever you are absent from work due to a disability.

Claim Submission Period

You have 90 days to submit the required proof of any death and disability claims. For dental and extended health claims, claim forms must be submitted within 365 days from the date the claim was incurred or within 90 days of Policy termination, whichever comes first. For Vital Assist Benefit claims, initial claim forms must be submitted within 9 months from your Date of Claim Eligibility and Medical Expense Benefit claims must be submitted within the Medical Expense Benefit Period or within 90 days after Benefit termination. For all other Critical Illness Benefits, you have 90 days from your Date of Diagnosis to submit the initial claim forms and required proof of any Critical Illness.

If your Plan includes a Health Care Spending Account (HCSA), claim forms must be submitted during the current Benefit Period (or Balance or Expense Carry Forward Period, if applicable, and subject to any HCSA Grace Period) or within 90 days after your termination or retirement under the Policy. If the Benefit terminates, no HCSA claims will be processed or paid after the termination date (unless claims are received at Empire Life prior to the date of termination).

For extended health claims incurred outside of your province of residence, you should first submit a claim to your provincial health plan, then submit a copy of the provincial health plan payment along with your claim form to Empire Life.

However, should your Plan include Travel Emergency Assistance coverage and you have an emergency while travelling, 24 hour assistance is available by calling one of the phone numbers that appear on your Benefit Card and identifying yourself by the information on the card.

Payment

Claims will be paid after the proof of claim is received. Any death benefit due will be paid to the named beneficiary, if living. Otherwise it will generally be paid to the estate. All other benefits will be paid as directed by you on the claim form. Furthermore, at your direction and at the discretion of Empire Life, payment for Extended Health Benefits may also be paid on your behalf to a participating Paramedical Practitioner who provided the paramedical services or treatment insured hereunder as part of a pay direct reimbursement program for Extended Health Benefits.

Please note: Under some circumstances, Extended Health Benefits and Medical Expense Benefits (Vital Assist Benefit) may not be payable until the Government Health Insurance Plan concerned has paid its' yearly maximum. Check with your Plan Administrator or your Personnel Department if you require further details.

Fraudulent or False Claims

Empire Life reserves the right to audit all claims at any stage even if payment has already been made, and to take any necessary action to detect and investigate fraudulent or false claims under the Policy.

Notwithstanding any other Provision of the Policy, Empire Life may suspend all rights and all benefits of the Insured Employee and their Dependants under the Policy, without prior notice, upon 1) the initiation of a claim investigation by the Company 2) the discovery of a claim discrepancy, or 3) receipt of a claim that includes any false, inaccurate, incomplete or misleading information material to the claim.

If Empire Life reasonably determines that the Person Insured has:

(a) submitted or allowed to be submitted a claim that includes any false, inaccurate, incomplete or misleading information material to the claim, and/or
(b) failed to co-operate in good faith during the claim investigation by Empire Life, and/or
(c) failed to provide evidence to support the claim to the satisfaction of Empire Life,

Empire Life may, at its reasonable discretion and without prior notice, immediately terminate all rights and all benefits of the Insured Employee and their Dependants under the Policy.

If the claim has been paid to the Insured Employee, Empire Life may exercise any rights available under the Policy and it may recover any overpaid amounts from any amounts owed to the Insured Employee under any Provision of the Policy. Empire Life also reserves the right to undertake criminal prosecution and/or pursue civil action.

ACCESS TO PERSONAL INFORMATION

At Empire Life we create enrollment, medical and claims files in order to determine the amount of coverage you and/or your dependants (if applicable) are eligible for and to process any claims you or your dependants may incur. The information contained in these files, which is used by various departments, may allow you and/or your dependants to be identified. However, any file containing your medical status is accessible only to authorized individuals within our Medical Underwriting and Claims Departments.

Subject to the exceptions established by applicable law, you may request access to your files either in person, by showing proper identification at our Head Office, or by contacting our Head Office in writing with your request. You have the right to rectify any information which is incorrect (dependent on the circumstance, proof may be required) in your file and also to have any information reproduced and transmitted to you for a reasonable charge. If you prefer, you may contact your Group Office with your request and they will communicate your request to our Head Office in Kingston, Ontario. Telephone numbers and mailing addresses of both Head Office and your Group Office can be obtained from your Administrator.

You may request a copy of your group insurance enrollment form or application and any record or written statement not otherwise part of the application that you provided to Empire Life as evidence of insurability. On reasonable notice you may also request a copy of the group insurance Policy. First copies will be provided at no cost to you but a fee may be charged for subsequent copies.

LIFE INSURANCE BENEFIT

AMOUNT OF INSURANCE

The amount of your Basic Life Insurance coverage is described on the Schedule of Benefits page. You may be required to submit Evidence of Insurability. If you are, you will only be insured for the No Evidence Limit until the evidence is approved.

You may, at your option, purchase Optional Life Insurance as outlined on the Schedule of Benefits page. Your Plan administrator can tell you the cost of this optional coverage.

If you are interested, you will be asked to complete a statement of health form and your optional insurance will only be effective when Empire Life approves the evidence of health you have provided.

DEATH BENEFIT

The amount of life insurance for which you are covered will be payable upon your death to your last named beneficiary.

APPOINTMENT OF BENEFICIARY

Your beneficiary will be as designated in:
a) the Policy enrolment application completed by you
b) the Policy beneficiary designation forms completed by you, or
c) the Policy beneficiary designation section on the portals or applications of Empire Life or the approved Third Party Administrator, if applicable,

and such beneficiary designation(s) shall be incorporated by reference into the Policy for the sole purpose of designating a beneficiary. The Policy beneficiary designations may be electronically signed and transmitted by you using a process pre-approved in writing by Empire Life. If applicable, your beneficiary may also be as designated by you under the previous carrier's coverage. The most recent designation will apply.

In the event you neglect to designate a beneficiary, or if all designated beneficiaries predecease you, the proceeds will be payable to your estate for any death benefits. If permitted by law, you may change a beneficiary by filing a declaration in writing with Empire Life or using the Policy beneficiary designation section on portals or applications of Empire Life or the approved Third Party Administrator (if applicable). Empire Life assumes no responsibility for the validity or sufficiency of any beneficiary designation.

WAIVER OF PREMIUM

If you become Totally Disabled, as defined below, you may qualify to have your life insurance continue until you reach age 65 without payment of any premiums. To be eligible, you must be disabled before your 65th birthday or your retirement, whichever occurs first, and you must have been unable to work throughout the Elimination Period as shown in the Schedule of Benefits before the premium will be waived.

"Total Disability/Totally Disabled" means during the Elimination Period and the Own Occupation Period, if any, as shown on the Schedule of Benefits page, such a continuous state of incapacity resulting from injury or sickness that you will be completely prevented from performing the essential duties of your own occupation at your own or any workplace. After the expiration of the Own Occupation Period, if any, it means such a continuous state of incapacity resulting from injury or sickness that you will be completely prevented from engaging in any gainful occupation or from performing any work for remuneration or profit for which you are reasonably fitted by education, training or experience.

The availability of work will not be considered by Empire Life in assessing your Total Disability.

If you must hold a permit or licence, including a driver's licence, to perform your duties, you will not be considered Totally Disabled solely because such a permit or licence has been withdrawn or not renewed.

LIVING BENEFIT

If you are under age 62 and suffer a terminal illness from which death is expected within 24 months and you have been approved for the Waiver of Premium Benefit above, you may qualify for a Living Benefit. A Living Benefit is an advance payment of a portion of the amount of your Basic Life coverage described on the Schedule of Benefits page.

The Living Benefit consists of 50% of the amount of your Basic Life coverage to a maximum of $50,000.

Upon your death, the Death Benefit will equal the sum insured on your date of death less the Living Benefit paid and the interest accrued on the Living Benefit.

CONVERSION PRIVILEGE

If your coverage under the Group Policy terminates and you are under the age of 65, you are entitled to apply for an individual life insurance plan as offered by Empire Life and as required by provincial legislation (if applicable), without Evidence of Insurability: such application and the required first premium for the individual policy is made within 31 days of termination of your employment or your eligibility for insurance. The amount of such individual life insurance policy will be limited to the lesser of:

a) 200,000 (or the amount required by provincial legislation, if applicable); and

b) the difference between your amount of Life Insurance in effect upon termination and the amount of life insurance for which you are or become eligible for within the 31 day conversion period.

EXCLUSIONS

If your death results from suicide or any self-inflicted injury or illness, whether or not you are of sound mind at the time, the Employee Optional Life Insurance under this Provision will not be payable if such death occurs:

a) within two years of the effective date of the Employee Optional Life Insurance, or

b) within two years of the effective date of each increase in the amount of Employee Optional Life Insurance.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Definitions

Where used in this Provision,

"Accident" will mean a single, sudden, violent, unintended, unexpected, external event that causes a Loss, independent of any other cause.

"Amount of Insurance" will be the sum of the Basic Accidental Death and Dismemberment Benefit and the Optional Accidental Death and Dismemberment Benefit (if any) shown on the Schedule of Benefits.

"Loss" will mean (as set out in the Schedule of Losses and which could be a Loss of Use):

- with respect to hands or feet, complete severance at or above the wrist or ankle joint;
- with respect to eyes, entire and irrecoverable loss of the sight thereof beyond remedy by surgical or other means;
- with respect to arms and legs, complete severance at or above the elbow or knee joints;
- with respect to a thumb and index finger, complete severance at or above the metacarpophalangeal joint;
- with respect to speech, entire and irrecoverable loss of ability to speak intelligibly; and
- with respect to hearing, entire and irrecoverable loss of hearing.

"Loss of Use" will mean with respect to arms, hands, legs and feet, total loss of the ability to perform each and every action and service the arm, hand, leg or foot was able to perform before the Accident occurred. Loss of Use must be entire and irrecoverable.

The amount of insurance payable as a result of loss of sight, speech or hearing and/or Loss of Use of a limb or appendage thereof will be payable only after such loss has been continuous for 12 months and is determined to be permanent and beyond remedy by surgical or other means.

"Motorized Vehicle" will mean a vehicle that is drawn, propelled or driven by any means other than muscular power, including but not limited to an automobile, motorcycle, boat, snowmobile, all terrain vehicle, personal watercraft or farm equipment.

"Substance Abuse" includes, but is not limited to: (i) the abuse of medication (prescribed or non-prescribed), drugs or alcohol; (ii) the use of illegal or experimental drugs or products; (iii) any other drug addiction or substance abuse disorder; and (iv) any condition arising from the abuse of such medication, drugs or alcohol.

Exposure and Disappearance

If you are unavoidably exposed to the elements due to an Accident, and as a result of such exposure, you suffer a Loss for which a benefit would otherwise have been payable, such Loss will be covered by this benefit provision.

Where you disappear and your body is not found within 365 days of the disappearance, forced landing, stranding, sinking or wrecking of a vehicle in which you were an occupant, it will be presumed, subject to there being no evidence to the contrary and subject to all other terms and conditions of this benefit provision, that you suffered Loss of Life caused by Accident.

Payment of Benefit

While insured under this Provision, if you suffer a Loss, a benefit as set out in the Schedule of Losses will be paid. Where more than one Loss results from an Accident, only one benefit will be payable. The benefit payable will be for the single Loss which provides the highest amount of benefit.

The benefit payable as a result of Loss of sight, speech or hearing, and/or Loss of Use of a limb or appendage thereof will be payable only after such Loss has been continuous for 12 months and is determined to be permanent and beyond remedy by surgical or other means.

Waiver of Premium

The premium payable under this Provision will be waived during the period for which your Life Insurance premium is waived due to Total Disability.

Schedule of Losses and Benefit Payable

For any one accident, the amount payable will be for the Loss which provides the highest amount of benefit.

For Loss of:	
Life	100% of the Amount of Insurance
Both feet	100% of the Amount of Insurance
One hand and one foot	100% of the Amount of Insurance
Both hands	100% of the Amount of Insurance
One hand and sight of one eye	100% of the Amount of Insurance
One foot and sight of one eye	100% of the Amount of Insurance
Both legs	100% of the Amount of Insurance
Both arms	100% of the Amount of Insurance
One arm	75% of the Amount of Insurance
One foot	75% of the Amount of Insurance
One hand	75% of the Amount of Insurance
One leg	75% of the Amount of Insurance
4 fingers on the same hand	33% of the Amount of Insurance
Thumb and index finger on the same hand	33% of the Amount of Insurance
4 toes on the same foot	33% of the Amount of Insurance

For Loss of Use of:

Both upper and lower limbs (Quadriplegia)	200% of the Amount of Insurance
Both legs (Paraplegia)	200% of the Amount of Insurance
Upper and lower limbs on one side of body (Hemiplegia)	200% of the Amount of Insurance
Both arms (Paraplegia Superior)	200% of the Amount of Insurance
Both feet	100% of the Amount of Insurance
Both hands	100% of the Amount of Insurance
Sight of both eyes	100% of the Amount of Insurance
Speech and hearing in both ears	100% of the Amount of Insurance
Hearing in both ears	75% of the Amount of Insurance
Sight of one eye	75% of the Amount of Insurance
Speech	75% of the Amount of Insurance
One arm	75% of the Amount of Insurance
One leg	75% of the Amount of Insurance
One foot	75% of the Amount of Insurance
One hand	75% of the Amount of Insurance
Hearing in one ear	25% of the Amount of Insurance

Additional Benefits

Seat Belt Benefit

In the event that you suffer a Loss which results in a Payment of Benefit under this Provision, Empire Life will pay an additional Seat Belt Benefit if you die or are injured while a passenger or driver in an automobile while wearing a properly fastened seat belt. The verification of the use of the seat belt must be part of the official report of the Accident which resulted in the Loss, for this benefit to be payable. The Seat Belt Benefit amount payable, as well as any limit on the amount payable, is set out in the Schedule of Benefits for this Provision.

Child Benefit

In the event you die as a direct result of an Accident which results in a Payment of Benefit under this Provision, in addition to the Amount of Insurance payable, Empire Life will pay a lump sum Child Benefit (subject to the limitations below) to your beneficiary for each of your Dependant Children.

This Child Benefit is subject to the following limitations:

(1) If this Child Benefit is payable, no Child Benefit is payable under the Dependant Accidental Death and Dismemberment Benefit or Spousal Accidental Death and Dismemberment Benefit provisions of this Policy; and
(2) The amount payable is set out in the Schedule of Benefits for this Provision and is subject to any maximum set out in that Schedule.

Repatriation Benefit

In the event you die as a direct result of an Accident 100 kilometres or more from your normal place of residence, which results in a Payment of Benefit under this Provision, Empire Life will pay (subject to the limitations below) for 1) the preparation of your body for burial or cremation, and 2) the transportation of your body to the first resting place (including, but not limited to, a funeral home) in reasonable proximity to your normal place of residence.

This Repatriation Benefit is subject to the following limitations:
(1) In order to be eligible for payment, the expenses must be incurred within one year of the date of the Accident which resulted in the Loss;
(2) The benefit is subject to the Repatriation Benefit maximum shown in the Schedule of Benefits for this Provision; and
(3) The benefit will be paid only to the extent that the benefit is not covered under another provision of this Policy.

Family Transportation Benefit
If, as a direct result of an Accident, you suffer a Loss which results in a Payment of Benefit under this Provision, and you are confined in a Hospital which is located 100 kilometres or more from your normal place of residence, Empire Life will pay the hotel, meals and travel expenses incurred (subject to the limitations below) for an immediate family member (your parent, spouse, child, brother or sister) provided the expenses are:
a) reasonable and necessary, as determined by the Company,
b) for hotel accommodations in the vicinity of the Hospital,
c) incurred within one year of the date of the Accident which resulted in the Loss, and
d) for transportation by the most direct and cost-effective route to and from the Hospital.

This Family Transportation Benefit is subject to the following limitations:
(1) An immediate family member is defined to be your parent, spouse, child, brother or sister;
(2) If transportation is by means other than a conveyance which is licensed to transport fare-paying passengers, expenses incurred will be reimbursed at a rate per kilometre travelled, as determined by Empire Life;
(3) Empire Life will pay this benefit only to the extent the eligible hotel, meals and travel expenses are not covered under another provision of this Policy; and
(4) The amount payable is subject to the Family Transportation Benefit maximum shown in the Schedule of Benefits for this Provision.

Employee Rehabilitation/Training Benefit
In the event you suffer a Loss which results in a Payment of Benefit under this Provision, you may apply to receive an Employee Rehabilitation/Training Benefit to cover expenses incurred (subject to the limitations below) as a result of participation in a rehabilitation program, provided:
a) the Loss resulted in your inability to substantially perform all of the essential duties of your own occupation,
b) the Loss requires that you undergo specialized training to be qualified to engage in an occupation in which you would not have engaged in except for such Loss,
c) the rehabilitation program has been approved, in advance, by Empire Life,
d) the expenses related to the rehabilitation program are incurred within three years of the date of the Accident which resulted in the Loss, and
e) the expenses related to the rehabilitation program are deemed by Empire Life to be reasonable and necessary.

This Employee Rehabilitation/Training Benefit is subject to the following limitations:
(1) Incidental expenses (including, without limitation, expenses for room and board, ordinary living, travelling or clothing) are not eligible for payment under this benefit; and
(2) The amount payable is subject to the Employee Rehabilitation/Training Benefit maximum shown in the Schedule of Benefits for this Provision.

Spousal Occupational Training Benefit
If you suffer a Loss payable at 100% or more of the Amount of Insurance or die as a direct result of an Accident which results in a Payment of Benefit under this Provision, and your Spouse must participate in a formal occupational training program to become qualified for active employment in an occupation for which they would not otherwise have sufficient qualifications, Empire Life will pay for tuition and/or expenses for book purchases incurred by your Spouse (subject to the limitations below) for such program, provided the expenses are:
a) reasonable and necessary, as determined by Empire Life, and
b) incurred within the three year period from the date of the Accident.

This Spousal Occupational Training Benefit is subject to the following limitations:
(1) Incidental expenses (including without limitation, expenses for room and board, ordinary living, travelling or clothing) are not eligible for payment under this benefit;
(2) This benefit is payable only to your Spouse; and
(3) The amount payable is subject to the Spousal Occupational Training Benefit maximum shown in the Schedule of Benefits for this Provision.

Child Post-Secondary Education Benefit
If during the twelve month period from the date of an Accident, you die as a direct result of the Accident which results in a Payment of Benefit under this Provision, Empire Life will pay tuition expenses for an accredited post-secondary school for a Dependent Child (subject to the limitations below) provided the Dependant Child was:
a) enrolled as a full-time student on the date of the Accident,
b) enrols as a full-time student within one year of the date of your death, and
c) continues to be enrolled on a full-time basis in an accredited post-secondary school for the entire school year period commencing on the enrolment date in (b).

This Child Post-Secondary Education Benefit is subject to the following limitations:
(1) The amount payable for each Dependant Child will be equal to the actual tuition expenses incurred;
(2) The amount payable is subject to the Child Post-Secondary Education Benefit maximum shown in the Schedule of Benefits for this Provision;
(3) No payment is payable for tuition expenses incurred prior to the Insured Employee's death; and
(4) Incidental expenses (including without limitation, expenses for room and board, ordinary living, travelling or clothing) are not eligible for payment under this benefit.

Any amount payable under this benefit will be paid to (i) the Dependant Child if they are of legal age, (ii) the Insured Employee's Spouse in trust if the Dependant Child is a minor, or (iii) the trustee for the Dependant Child, if there is no Spouse.

Home Alteration and Vehicle Modification Benefit
If you suffer a Loss which results in a Payment of Benefit under this Provision and as a result of such Loss require the use of a wheelchair to be ambulatory, you may apply to receive an additional benefit (subject to the limitations below) to cover the expenses incurred for:
a) the one time cost of alterations to your principal residence to make it wheelchair accessible and habitable, and
b) the one time cost of modifications necessary to a motor vehicle utilized by you to make it wheelchair accessible or drivable.

The Home Alteration and Vehicle Modification Benefit is subject to the following limitations:

(1) The expenses related to the alterations of your residence or modifications of your motor vehicle must be reasonable and necessary, as determined by Empire Life;
(2) The expenses must be incurred within two years of the Accident which caused the Loss; and
(3) The amount payable is subject to the Home Alteration and Vehicle Modification Benefit maximum shown in the Schedule of Benefits for this Provision.

EXCLUSIONS

The benefits of this Provision will not be payable if the Loss results directly or indirectly from:

- suicide or any self-inflicted injury or illness, whether or not the Insured Employee is of sound mind at the time;
- the participation in, or attempt to participate in, a criminal offence, under any applicable law, whether or not convicted of such offence;
- illness, virus, infection, pathogen, or disease of any kind, or medical or surgical treatment for illness, virus, infection, pathogen, or disease;
- injuries of which there is no visible contusion or wound on the exterior of the body other than drowning or internal injuries revealed by autopsy;
- the voluntary or intentional inhalation or administration of drugs, poison, poisonous substances, gas or fumes;
- insurrection, war, invasion, enemy acts, civil war, rebellion, revolution, military power, usurped power or hostilities of any kind, whether war is declared or not;
- any armed conflict or service in the armed forces;
- voluntary participation in a riot or any disturbance of the public order;
- service, travel or flight in or descent from any type of aircraft, for the purposes of aeronautical instruction, instruction or participating in sky-diving or any duties whatsoever in relation to the aircraft or flight;
- bodily injury suffered prior to the effective date of this Provision; or
- the operation of a Motorized Vehicle while a Person Insured’s ability to drive is impaired as a direct result of Substance Abuse or while having drug or alcohol levels that exceed the maximum levels allowable by law in the jurisdiction where the Accident occurred.

DEPENDANT LIFE INSURANCE BENEFIT

DEATH BENEFIT

This benefit insures your spouse and children for the amount of coverage shown on the Schedule of Benefits. If your spouse or one of your children die you will receive this amount.

ELIGIBLE DEPENDANTS

Dependants eligible for this benefit include your spouse or common-law spouse and your unmarried dependent children under the age of 22 years (26 years if attending school on a full time basis).

Upon written request, your common-law spouse will be eligible immediately if a child is born to you and your common-law spouse.

WAIVER OF PREMIUM

The premium payable under this Provision will be waived during the period for which the Life Insurance premium is waived due to your becoming Totally Disabled.

CONVERSION PRIVILEGE

If the Dependant Life Insurance coverage ceases because you are no longer eligible for insurance under this Policy, your Spouse (and Insured Dependants, as required by provincial legislation, if applicable) may convert the amount of the Dependant Life Insurance benefit terminated without Evidence of Insurability, to an individual life insurance plan as offered by Empire Life and as required by provincial legislation (if applicable). Application and the required first premium for the individual policy must be made while the group policy is in force and within 31 days after the earlier of:

- the date you die, or
- the date you cease to be insured under the Policy, or
- your Spouse's 65th birthday.

Insured Dependant conversion privilege applies only where required by provincial legislation. The spousal conversion privilege applies in all provinces and territories.

OPTIONAL SPOUSAL LIFE

If you have elected optional insurance for your Spouse and satisfactory evidence has been sent to and approved by Empire Life, then your Spouse is insured for Optional Spousal Life insurance described on the Schedule of Benefits. If your Spouse dies, this amount will be payable to you. However, if death occurs within two years of the effective date of the Optional Spousal Life insurance or within two years of the effective date of each increase in the amount of Optional Spousal Life insurance, and death resulted from suicide or any self-inflicted injury or illness, whether or not the Spouse is of sound mind at the time, then the Optional Spousal Life insurance will not be payable.

EXCLUSIONS

Optional Spousal Life insurance does not include waiver of premium or conversion privilege.

OPTIONAL SPOUSAL ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

Definitions

Where used in this Provision,

"Accident" will mean a single, sudden, violent, unintended, unexpected, external event that causes a Loss, independent of any other cause.

"Amount of Insurance" will be the sum of the Optional Spousal Accidental Death and Dismemberment Benefit and the Dependant Accidental Death and Dismemberment Benefit shown on the Schedule of Benefits.

"Loss" will mean (as set out in the Schedule of Losses and which could be a Loss of Use):

- with respect to hands or feet, complete severance at or above the wrist or ankle joint;
- with respect to eyes, entire and irrecoverable loss of the sight thereof beyond remedy by surgical or other means;
- with respect to arms and legs, complete severance at or above the elbow or knee joints;
- with respect to a thumb and index finger, complete severance at or above the metacarpophalangeal joint;
- with respect to speech, entire and irrecoverable loss of ability to speak intelligibly; and
- with respect to hearing, entire and irrecoverable loss of hearing.

"Loss of Use" will mean with respect to arms, hands, legs and feet, total loss of the ability to perform each and every action and service the arm, hand, leg or foot was able to perform before the accident occurred. Loss of Use must be entire and irrecoverable.

The amount of insurance payable as a result of loss of sight, speech or hearing and/or Loss of Use of a limb or appendage thereof will be payable only after such loss has been continuous for 12 months and is determined to be permanent and beyond remedy by surgical or other means.

"Motorized Vehicle" will mean a vehicle that is drawn, propelled or driven by any means other than muscular power, including but not limited to an automobile, motorcycle, boat, snowmobile, all terrain vehicle, personal watercraft or farm equipment.

"Substance Abuse" includes, but is not limited to: (i) the abuse of medication (prescribed or non-prescribed), drugs or alcohol; (ii) the use of illegal or experimental drugs or products; (iii) any other drug addiction or substance abuse disorder; and (iv) any condition arising from the abuse of such medication, drugs or alcohol.

Exposure and Disappearance

If your Spouse is unavoidably exposed to the elements due to an Accident, and as a result of such exposure, your Spouse suffers a Loss for which a benefit would otherwise have been payable, such Loss will be covered by this benefit provision.

Where your Spouse disappears and the body is not found within 365 days of the disappearance, forced landing, stranding, sinking or wrecking of a vehicle in which your Spouse was an occupant, it will be presumed, subject to there being no evidence to the contrary and subject to all other terms and conditions of this benefit provision, that your Spouse suffered Loss of Life caused by Accident.

Payment Of Benefit

If your Spouse, while insured under this Provision, suffers a Loss, a benefit as set out in the Schedule of Losses will be paid. Where more than one Loss results from an Accident, only one benefit will be payable. The benefit payable will be for the single Loss which provides the highest amount of benefit.

The benefit payable as a result of Loss of speech or hearing, or Loss of Use of a limb or appendage thereof will be payable only after such Loss has been continuous for 12 months and is determined to be permanent and beyond remedy by surgical or other means.

Schedule of Losses and Benefit Payable

For any one accident, the amount payable will be for the Loss which provides the greatest benefit.

For Loss of:	
Life	100% of the Amount of Insurance
Both feet	100% of the Amount of Insurance
One hand and one foot	100% of the Amount of Insurance
Both hands	100% of the Amount of Insurance
One hand and sight of one eye	100% of the Amount of Insurance
One foot and sight of one eye	100% of the Amount of Insurance
Both legs	100% of the Amount of Insurance
Both arms	100% of the Amount of Insurance
One arm	75% of the Amount of Insurance
One foot	75% of the Amount of Insurance
One hand	75% of the Amount of Insurance
One leg	75% of the Amount of Insurance
4 fingers on the same hand	33% of the Amount of Insurance
Thumb and index finger on the same hand	33% of the Amount of Insurance
4 toes on the same foot	33% of the Amount of Insurance

For Loss of Use of:	
Both upper and lower limbs (Quadriplegia)	200% of the Amount of Insurance
Both legs (Paraplegia)	200% of the Amount of Insurance
Upper and lower limbs on one side of body (Hemiplegia)	200% of the Amount of Insurance
Both arms (Paraplegia Superior)	200% of the Amount of Insurance
Both feet	100% of the Amount of Insurance
Both hands	100% of the Amount of Insurance
Sight of both eyes	100% of the Amount of Insurance
Speech and hearing in both ears	100% of the Amount of Insurance
Hearing in both ears	75% of the Amount of Insurance
Sight of one eye	75% of the Amount of Insurance
Speech	75% of the Amount of Insurance
One arm	75% of the Amount of Insurance
One leg	75% of the Amount of Insurance
One foot	75% of the Amount of Insurance
One hand	75% of the Amount of Insurance
Hearing in one ear	25% of the Amount of Insurance

EXCLUSIONS

The benefits of this Provision will not be payable if the Loss results directly or indirectly from:

- suicide or any self-inflicted injury or illness, whether or not the Insured Employee's Spouse is of sound mind at the time;
- the participation in, or attempt to participate in, a criminal offence, under any applicable law, whether or not convicted of such offence;
- illness, virus, infection, pathogen, or disease of any kind, or medical or surgical treatment for illness, virus, infection, pathogen, or disease;
- injuries of which there is no visible contusion or wound on the exterior of the body other than drowning or internal injuries revealed by autopsy;
- the voluntary or intentional inhalation or administration of drugs, poison, poisonous substances, gas or fumes;
- insurrection, war, invasion, enemy acts, civil war, rebellion, revolution, military power, usurped power or hostilities of any kind, whether war is declared or not;
- any armed conflict or service in the armed forces;
- voluntary participation in a riot or any disturbance of the public order;
- service, travel, flight in, or descent from, any type of aircraft for the purpose of:
  (i) aeronautical instruction; or
  (ii) instructing, taking instruction or participating in sky-diving; or
  (iii) any duties in relation to the aircraft or the flight;
- bodily injury suffered prior to the effective date of this Provision; or
- the operation of a Motorized Vehicle while a Person Insured’s ability to drive is impaired as a direct result of Substance Abuse or while having drug or alcohol levels that exceed the maximum levels allowable by law in the jurisdiction where the Accident occurred.

LONG TERM DISABILITY BENEFIT

AMOUNT OF MONTHLY BENEFIT AND COVERAGE

Long Term Disability Insurance provides you with regular income to replace salary or wages lost because of a lengthy disability due to an injury or sickness. The amount of your Long Term Disability Benefit, the date that benefits commence, and the maximum duration of benefits, are as indicated on the Schedule of Benefits page.

If you become disabled due to Injury or Sickness, Empire Life will pay you in accordance with the foregoing or until you recover, whichever occurs first. Benefits will be directly reduced by (i) the amount of any disability benefits you are entitled to under the Canada/Quebec Pension Plan and/or the amount of any retirement benefits you received or are entitled to under the Canada/Quebec Pension Plan as outlined on the Schedule of Benefits page (ii) any disability benefit you are entitled to under an automobile insurance plan deemed to be first payor of benefits, and, iii) any disability payment you are entitled to under any workplace safety legislation (e.g. Workplace Safety and Insurance Act, 1997) or similar legislation. Benefits may be further reduced to the extent that your income from all sources exceeds 85% of either:

a) your pre-disability earnings if benefits are taxable as stated on the Schedule of Benefits; or
b) your pre-disability Take-Home pay (i.e. income less income tax) if benefits are not taxable as stated on the Schedule of Benefits.

Other sources include CPP/QPP, any other group or franchise insurance plan providing benefits for disability, any salary continuation, retirement or disability plan of the employer, any workplace safety legislation (e.g. Workplace Safety and Insurance Act, 1997, or similar legislation), any other government-sponsored insurance or pension plan, any salary replacement cash dividend income or any termination of employment benefits, including but not limited to: termination pay, severance pay, salary paid in lieu of notice and vacation pay received from the employer while receiving Long Term Disability benefits from Empire Life.

DEFINITION OF DISABILITY AND EARNINGS

Benefits paid under this Plan are taxable if your employer pays any portion of the premium for this benefit.

"Total Disability" means during the Elimination Period and the Own Occupation Period shown on the Schedule of Benefits page, such a continuous state of incapacity resulting from Injury or Sickness that you will be completely prevented from performing the essential duties of your own occupation, at your own or any workplace. After the expiration of the Own Occupation Period, if any, it means such a continuous state of incapacity resulting from Injury or Sickness that you will be completely prevented from engaging in any gainful occupation or from performing any work for remuneration or profit for which you are reasonably fitted by education, training or experience. In no event will any benefits be paid for any period in which you are not under the continuing care of an appropriate licensed physician qualified to treat the specific ailment or if you fail to cooperate and participate in an appropriate treatment program satisfactory to Empire Life, unless the payment of benefits in such circumstances has been pre-arranged by Empire Life.

The availability of work will not be considered by Empire Life in assessing your Total Disability.

If you must hold a permit or licence, including a driver's licence, to perform your duties you will not be considered Totally Disabled solely because such a permit or licence has been withdrawn or not renewed.

"Accident" shall mean a single, sudden, violent, unintended, unexpected, external event that causes a disability, independent of any other cause.

"Injury" means accidental bodily injury sustained by you, while this Provision is in force, which directly and independently of all other causes results, within 90 days of the date of the Accident, in Total Disability as hereinafter defined.

"Sickness" means any illness or disease not specifically excluded elsewhere in this Provision, which causes Total Disability as defined below, while this Provision is in force. Any disability which is caused by, or is contributed to by, accidental bodily injury and which commences more than 90 days after the date such Injury is sustained, will be deemed to be resulting from Sickness. Any infection, other than a pyogenic infection, occurring through and at the time of an accidental cut or wound, will also be deemed to be as resulting from Sickness.

"Medical Care" will mean any necessary medical investigation, tests, diagnosis, treatment, services, care, attendance, consultation, medical advice, planned or pending surgery, drugs and medicines (either prescription or non-prescription), or referral to another health care professional, as a result of a diagnosed or undiagnosed medical condition. Medical Care must be ordered by a Physician or other authorized health care professional in the treatment of the Sickness or Injury.

"Motorized Vehicle" means a vehicle that is drawn, propelled or driven by any means other than muscular power, including but not limited to an automobile, motorcycle, boat, snowmobile, all terrain vehicle, personal watercraft or farm equipment.

"Substance Abuse" includes, but is not limited to: (i) the abuse of medication (prescribed or non-prescribed), drugs or alcohol; (ii) the use of illegal or experimental drugs or products; (iii) any other drug addiction or substance abuse disorder; and (iv) any condition arising from the abuse of such medication, drugs or alcohol.

"Earnings" mean your regular monthly rate of income received from your employer excluding commissions, overtime pay, bonuses, dividends or other special allowances.

Any changes in Earnings must be submitted in writing by your Employer to our Head Office as your insured benefit is based on Earnings reported to our Head Office prior to the date of disability, and will determine the amount of disability benefit you will receive if you become disabled.

"Take-home Pay" means your Earnings less the federal and provincial income taxes payable on such income.

"Elimination Period" means the initial period of your continuous Total Disability during which no Long Term Disability Benefit is payable. The duration of the Elimination Period is shown on the Schedule of Benefits. If Total Disability is not continuous, the cumulative number of days you are Totally Disabled will be used to satisfy the Elimination Period as long as it is a Recurrent Disability.

WAIVER OF PREMIUM

If you are receiving benefits, premiums for the Long Term Disability Benefit will be waived.

YOUR RESPONSIBILITIES

During any period of Total or Partial Disability, you must make reasonable efforts to:

a) facilitate recovery from the Injury or Sickness that caused the Total Disability,
b) participate in any reasonable Medical Care and/or rehabilitation program,
c) accept any reasonable offer of modified duties from your employer,
d) return to your own occupation, or prepare to return to work in another occupation if it becomes apparent that you will not be able to return to your own occupation, and
e) obtain any benefits that may be available from other sources.

If you fail to comply with any of these responsibilities, Empire Life may withhold or discontinue benefits.

RECURRENCE OF DISABILITY

If you return to active full-time employment, and while the Policy is in force you again become disabled within 180 days due to the same cause, the benefits will commence immediately without any further waiting period. If such disability commences after 180 days of active full-time employment, the second disability will be subject to a new waiting period before you can again receive benefits.

REHABILITATION

If you receive Long Term Disability benefits you may be required to participate in a rehabilitation program to assist you in returning to gainful employment, either to your pre-disability occupation or to another occupation. Benefit payments will only be reduced by half of the income received from the program.

The decision to approve or discontinue a rehabilitation program will be made solely by Empire Life, which is under no obligation to approve or continue rehabilitation.

Any Long Term Disability Benefit payable may be further reduced so that the income received from such rehabilitation program together with the total income received from all sources does not exceed 100% of your Indexed Pre-Disability Earnings.

Indexed Pre-Disability Earnings means:

a) In the first year of your disability the average of:
   - Monthly Earnings, if the Long Term Disability Benefit is taxable, or
   - Take-home Pay if the Long Term Disability Benefit is non-taxable,

during the 12 month period immediately prior to commencement of Total Disability.

b) After the first year of your disability:
   - the previous year's Indexed Pre-Disability Earnings will be increased on each anniversary of the date of disability only if you are participating in a paid return to work program approved by Empire Life.

The amount of each annual increase will equal the lesser of (a) the rate of the annual increase in the annual Consumer Price Index as published by Statistics Canada (or similar index published by a government agency succeeding Statistics Canada) for the preceding calendar year or (b) 10 percent.

Any expenses associated with a rehabilitation program approved by Empire Life, other than normal employment expenses such as transportation, will be paid by Empire Life as long as Empire Life approves the expenses in advance. Expenses will not be covered if Empire Life notifies you that the rehabilitation program is no longer approved or that it will no longer accept previously approved expenses

If you cease to be available, co-operate or participate in a rehabilitation program approved by Empire Life, you will no longer be entitled to Long Term Disability Benefits. If you are not participating in a rehabilitation program because of a change in your medical status, Empire Life will require medical evidence documenting how your inability to continue with the rehabilitation program is due to a covered Injury or Sickness.

PARTIAL DISABILITY

Partial Disability occurs when, as a result of your Total Disability, you:

a) are able to perform one or more, but not all of the essential duties of your own occupation on a full-time or part-time basis; or
   are able to perform all of the essential duties of your own occupation on a part-time basis; and
b) still require the regular attendance of a Physician; and
c) earn greater than 15% of your Indexed Pre-Disability Earnings.

Payment and Duration of the Partial Disability Benefit

Payment of a Partial Disability Benefit will be made if (i) Partial Disability (for the same or related cause) follows a period of Total Disability equal to the Elimination Period shown on the Schedule of Benefits, plus one day or more, and (ii) you earn more than 15% of your Indexed Pre-Disability Earnings.

The Partial Disability Benefit will be equal to the Long Term Disability Benefit less 50% of the income earned during the same period and is payable only during the Own Occupation Period shown on the Schedule of Benefits.

Any Long Term Disability Benefit payable may be further reduced so that the income received from all sources does not exceed 100% of your Indexed Pre-Disability Earnings.

LIMITATIONS

1) No Long Term Disability Benefit is payable for disabilities that result from Substance Abuse, unless you are receiving and complying with continuous treatment for such Total Disability from a rehabilitation centre, a provincially designated institution, or you are actively involved in and following a program of rehabilitation which is supervised by a Physician and approved by Empire Life.

2) No Long Term Disability Benefit is payable for any period during which you are serving a sentence for a criminal offence and are confined in a prison or other place of detention including but not limited to, a hospital, mental institution, a halfway facility or private residence (under house arrest).

PRE-EXISTING CONDITIONS

No benefit is payable if, during the first 12 months of Long Term Disability coverage under this Policy, total disability results from a pre-existing condition. A pre-existing condition is one for which you received Medical Care by a Physician or other health care professional, or for which medication (either prescription or non prescription) was recommended by a Physician or other authorized health care professional, during the 90 day period immediately prior to the effective date of your insurance.

Empire Life reserves the right to request clinical notes and records from your primary care Physician or any other health care professional who provided Medical Care to you.

Generally, the twelve month period will have to be fully satisfied from the reinstatement date upon reinstatement of coverage. However, if the reinstatement immediately follows a leave of absence or lay-off of which Empire Life has been notified in advance, then the periods before and after the leave of absence or lay-off will be combined to satisfy the twelve month requirement.

EXCLUSIONS

No benefit is payable if your disability results directly or indirectly from:

- any self-inflicted injury or illness, unless medical evidence establishes that such injury or illness resulted from a mental health illness;
- the voluntary or intentional inhalation or administration of drugs, poison, poisonous substances, gas or fumes;
- insurrection, war, invasion, enemy acts, civil war, rebellion, revolution, military power, usurped power or hostilities of any kind, whether war is declared or not;
- any armed conflict or service in the armed forces;
- voluntary participation in a riot or any disturbance of the public order;
- the participation in, or attempt to participate in, a criminal offence, under any applicable law whether or not convicted with such offence;
- treatments rendered for cosmetic purposes (as determined by Empire Life) except when such treatment is necessitated by accidental Injury; or
- the operation of a Motorized Vehicle while your ability to drive is impaired as a direct result of Substance Abuse or while your drug or alcohol levels exceed the maximum levels allowable by law in the jurisdiction where the Accident occurred.

For any disability incurred prior to or during a Pregnancy/Parental Leave of Absence, the Elimination Period may commence or continue during the period:

- of formal Pregnancy or Parental Leave taken pursuant to Provincial or Federal law or pursuant to mutual agreement between you and your Employer; or
- for which Employment Insurance pregnancy or parental benefits are paid; or
- commencing on the earlier of the elected date of a formal Pregnancy or Parental Leave or the delivery date; however,

no payment will commence or continue until the later of the completion of the Elimination Period and the scheduled return to work date.

No Long Term Disability Benefit is payable if you are not a Canadian resident and/or do not have a Government Health Insurance Plan.

No Long Term Disability Benefit is payable if you are absent from Canada longer than 3 months, unless Empire Life gives prior written consent to continue paying benefits during this period.

EXTENDED HEALTH BENEFIT

Definitions

Where used in this Provision,

"Sickness" will mean illness or disease.

"Accident" for the purpose of the Extended Health Benefit provision means a single, sudden, violent, unintended, unexpected, external event that causes an injury or Sickness, independent of any other cause.

"Motorized Vehicle" means a vehicle that is drawn, propelled or driven by any means other than muscular power, including but not limited to an automobile, motorcycle, boat, snowmobile, all terrain vehicle, personal watercraft or farm equipment.

"Paramedical Practitioners" shall mean providers currently licensed or certified to practise their profession by the appropriate licensing or registration authority of the jurisdiction in which the services of such practitioners are rendered, and who are not insured for benefits under this Policy. If no such licensing or registration authority exists in any jurisdiction, each such practitioner practising in such jurisdiction must have a certificate of competency from the professional body which establishes standards of competency for such practitioner's profession and is deemed valid by Empire Life. The Clinical Psychologist paramedical service shall include services of a licensed clinical psychologist, registered clinical counsellor, Canadian certified counsellor, psychotherapist, registered clinical therapist, registered therapeutic counsellor, registered professional counsellor or any other certified mental health practitioner, belonging to an accredited association that has been approved by Empire Life. A Social Worker is required to hold a Master of Social Work degree. In no event will benefits provided under the terms of this Provision be paid for services rendered by any practitioner which are not within the scope of such practitioner's profession.

"Reasonable and Customary" means, with respect to charges for medical or dental services, supplies or treatment incurred by a Person Insured, not in excess of the general level of charges made by other providers of similar standing in the locality or geographical area where the charge is incurred, when furnishing comparable medical or dental services, supplies or treatment, with due consideration given to the nature and severity of the condition involved.

"Government Health Insurance Plan" means the provincial or federal legislation and the regulations pursuant to such legislation, as amended from time to time, which provide government sponsored hospital, drug, dental or other medical care benefits for Residents of Canada, including but not limited to provincial Dental Care Plans, provincial Health Insurance Plans, provincial Hospital Insurance Plans, provincial Medicare Plans, federal or provincial medical or dental care and services Acts, and the Canada Health Act.

"Medical Care" will mean any necessary medical investigation, tests, diagnosis, treatment, services, care, attendance, consultation, medical advice, planned or pending surgery, drugs and medicines (either prescription or non-prescription), or referral to another health care professional, as a result of a diagnosed or undiagnosed medical condition. Medical Care must be ordered by a Physician or other authorized health care professional in the treatment of the Sickness or Injury.

"Medically Necessary" will mean a treatment, service or supply which is generally accepted by the medical profession as essential, effective and appropriate in the diagnosis of, care or treatment of a specific medical condition.

"Eligible Expense" will mean any charge for Medical Care actually incurred by a Person Insured while this Provision is in effect. Such Medical Care must be an insured benefit (as determined in this provision), and such charge must be Reasonable and Customary as determined by Empire Life for the insured benefit.

"Emergency" will mean a sudden, unexpected Accident which occurs or an unforeseen Sickness or Injury which begins while the Person Insured is traveling outside of their province of residence and requires immediate medical attention. Emergency includes non-elective Medical Care for immediate relief of severe pain, suffering or disease which cannot be delayed until the Person Insured returns to their province of residence. Such Emergency no longer exists when, in the opinion of the attending Physician, the Person Insured is able to return to their province of residence. Emergency does not include medical attention for the monitoring of a chronic or stabilized condition while the Person Insured is traveling outside of their province of residence (e.g. blood tests to monitor the thickness of the blood while taking blood thinning medications).

"Biologic Drug" will mean a drug that is produced using living cells or microorganisms (e.g. bacteria) and that is authorized for sale by Health Canada.

"Biosimilar Drug" will mean a Biologic Drug demonstrated to be similar to a Reference Biologic Drug.

"Reference Biologic Drug" will mean a Biologic Drug that is first authorized for sale by Health Canada.

"Off-Label Use" will mean using a drug for a purpose or to treat a condition other than what Health Canada has approved the drug to be used.

"Specialty Drug Program" will mean a drug management and supply service that is provided by Express Scripts Canada Pharmacy in relation to Specialty Drugs and Medicines.

"Retail Pharmacy" will mean a pharmacy that sells drugs to patients, and excludes the Express Scripts Canada Pharmacy. A Retail Pharmacy is also known as a community pharmacy.

"Maintenance Drugs and Medicines" will mean drugs and medicines that are prescribed for chronic medical conditions (as determined by Empire Life). Maintenance Drugs and Medicines are required on an ongoing basis for a prolonged period of time. Examples of chronic medical conditions that may require Maintenance Drugs and Medicines are high blood pressure, high cholesterol and diabetes.

"Specialty Drugs and Medicines" will mean drugs and medicines prescribed to treat chronic and complex medical conditions (as determined by Empire Life). Specialty Drugs and Medicines are usually costly, require frequent dosing adjustments, intensive clinical monitoring, patient training and compliance assistance. Specialty Drugs and Medicines have a limited or exclusive product availability and distribution, and/or have specialized product handling or administration requirements. Examples of medical conditions that may require Specialty Drugs and Medicines are multiple sclerosis and cancer.

"Other Drugs and Medicines" will mean prescribed drugs and medicines that are not available through Express Scripts Canada Pharmacy and prescribed drugs that are not deemed Maintenance or Specialty Drugs and Medicines (as determined by Empire Life). Other Drugs and Medicines are usually only required for short term use.

"Generic Drugs and Medicines" if any, will mean the lower cost drugs and medicines, that contain the same amount of the same active ingredients in the same dosage form as that directed in a Physician's prescription.

"Lower Cost Interchangeable Drugs and Medicines" if any, will mean the lower cost interchangeable drugs and medicines (whether generic or brand name), that contain the same amount of the same active ingredients in the same dosage form as that directed in a Physician's prescription.

"Lower Cost Alternative Drugs and Medicines" will mean the lower cost alternative drugs and medicines (e.g. Biosimilar Drugs) used for the same treatment.

"Dispensing Fee" if any, will mean the fee charged by a pharmacist for the preparation and dispensing of drugs.

"Benefit Card" if any, will mean the most recent identification type card issued by the Company to the Person Insured, for the purpose of participating in a pay direct drug reimbursement program or Dental Benefits. Benefit Card will also mean the most recent identification card issued by the Company to the Person Insured to provide medical and financial assistance for Emergencies suffered by the Person Insured if they have Out of Province of Residence Emergency Coverage under the Extended Health Benefit Provision.

"Stable" will mean that during the three month period before the departure date the Person Insured has not:

- received Medical Care or been under evaluation for new symptoms or conditions uncovered in a medical examination;
- experienced a worsening or increased frequency of symptoms or examination findings related to the medical condition, disease or illness – diagnosed or undiagnosed if the Person Insured has been seen by a Physician or other health care professional in relation to the symptoms;
- been prescribed medication or recommended a change in Medical Care related to the medical condition by a Physician or other healthcare professional, including changes in medication that are made as part of an ongoing Medical Care but not including a reduction in medication (prescribed or non-prescribed) due to an improvement in the medical condition;
- been admitted to or received Medical Care at a hospital for the medical condition; or
- been advised of future non-routine tests, investigations, surgery or new Medical Care planned for a previously identified medical condition or future medical appointment planned with respect to an undiagnosed medical condition.

“Diagnosis” or **“Diagnosed”** will mean, when used to describe Gender Affirmation eligibility, when a Specialist establishes, using tests and/or other diagnostic methods, that the Person Insured has Gender Dysphoria.

“Gender Dysphoria” is a marked incongruence between one’s experienced/expressed gender and their assigned sex at birth.

“Specialist” will mean a licensed Physician practicing in Canada, trained in the specific area of medicine. In the absence of or unavailability of a Specialist, a qualified medical practitioner as approved by the Company may make the Diagnosis. The Specialist or qualified medical practitioner (as applicable) must be a person other than the Person Insured and must not be related by blood or marriage or a business associate of the Person Insured.

“Surgery” means the Person Insured undergoes Medically Necessary surgery performed in accordance with the written advice of a Specialist. The Surgery must be performed by a Physician or Specialist in Canada.

ELIGIBLE EXPENSES

The Extended Health Benefit under this Policy covers all eligible expenses described on the following pages which are not covered by your Government Health Insurance Plan.

The eligible expenses:

- must be incurred while you are insured under the Policy,
- must be Reasonable and Customary and Medically Necessary in the treatment of Sickness or Injury,
- must be ordered by a qualified doctor who is neither insured for benefits under the policy nor related to the Person Insured's family by blood or marriage,
- must be submitted within 365 days after the date the expense was incurred or within 90 days of the termination of insurance, whichever is earlier.

All eligible expenses may be subject to a Deductible Amount, a Coinsurance Amount and a Maximum benefit amount.

Example: If your Plan has a $500 Diagnostic Laboratory Maximum with 80% Coinsurance and a $50 Deductible

$1,000 claim is submitted for a CAT scan
The eligible amount is $1,000
$50 Deductible is applied - reduces amount to $950
80% Coinsurance is applied - reduces amount to $760
Benefit Maximum is $500
Amount payable is $500

Eligible drug expenses will not include any costs in excess of the Reasonable and Customary amount for that drug. Any Dispensing Fee, if applicable, which exceeds the maximum Dispensing Fee will not be covered. Such excess is not considered an eligible drug expense under the Policy. Please refer to **NOTE** on the Drug Component page.

DEDUCTIBLE AMOUNT
The Benefit Period Deductible Amount, if any, as shown in the Schedule of Benefits Page, is the amount that you are responsible for, in each Benefit Period, before health benefits are payable under this Plan.

The Per Prescription Deductible Amount, if any, as shown in the Schedule of Benefits Page, will be applicable to each prescription for eligible expenses for drugs and neither the Single nor the Family Deductible Amount will be applicable to such eligible expenses.

COINSURANCE AMOUNT
The Coinsurance Amount, as shown on the Schedule of Benefits page, is the percentage of eligible expenses paid by your Plan less the Deductible Amount, if any.

LIFETIME MAXIMUM
The Lifetime Maximum, as shown on the Schedule of Benefits, is the total aggregate amount payable per person, for eligible expenses incurred inside or, if insured, outside of your Province of Residence, for all periods in which you have been insured under this Benefit, whether consecutive or not.

PUBLIC PRESCRIPTION DRUG PLAN
The Extended Health Benefits provided under this Provision to any Person Insured who is a resident of a province that offers a public prescription drug plan will be administered in accordance with the requirements of applicable provincial prescription drug insurance legislation (e.g. *An Act Respecting Prescription Drug Insurance* in Quebec) and will meet any applicable minimum coverage standard, as determined by Empire Life.

EXTENSION OF BENEFITS
If you (or your dependant, if applicable) are totally disabled when your Extended Health Benefit terminates, eligible expenses that you incur as a result of the disability will be paid for up to 90 days following termination during the continuation of disability or to the date you become eligible for benefits under another plan, if earlier.

SURVIVORS' HEALTH BENEFITS
In the event of your death while you are insured for health benefits under this Plan, the insurance for your surviving insured dependants at your death will continue in force without premium payment but not beyond the earliest of:

a) the date of remarriage of the surviving spouse,
b) the period indicated on the Schedule of Benefits from your death,
c) the date of death of the survivor, or
d) the date that the survivor no longer qualifies as a dependant, if a child.

This coverage will be provided even if the group Policy should terminate after your death.

DEPENDANTS
Dependants eligible for Extended Health Benefits are your spouse or common-law spouse, and unmarried wholly dependent children not yet 22 (or 26 if full-time students) or unmarried wholly dependent children of any age who are mentally or physically handicapped (please see your Plan Administrator for details to extend coverage for handicapped dependants).

Upon written request, your common-law spouse will be eligible immediately if a child is born to you and your common-law spouse.

Dependants must reside in Canada to qualify for benefits. However, children who are temporarily residing outside of Canada because they are attending an accredited academic institution will also be eligible for benefits provided they are insured under a Government of Canada Health Insurance Plan.

CHARGES NOT COVERED

Payment will not be made for charges for:

- Medical Care resulting from any self-inflicted injury or illness;
- Medical Care resulting from the voluntary or intentional inhalation or administration of drugs, poison, poisonous substances, gas or fumes;
- Medical Care for which benefits are payable under any other Benefit Provision of this Policy;
- Medical Care resulting from insurrection, war, invasion, enemy acts, civil war, rebellion, revolution, military power, usurped power, or hostilities of any kind, whether war is declared or not;
- Medical Care resulting from any armed conflict or service in the armed forces;
- Medical Care resulting from voluntary participation in a riot or any disturbance of the public order;
- Medical Care for which the Person Insured is entitled to indemnity or compensation in accordance with the provisions of any provincial workplace safety legislation (e.g. Workplace Safety and Insurance Act, 1997) or similar legislation, unless prohibited by any Government Legislation;
- Medical Care payable in whole or in part by a government under any Government Health Insurance Plan or which would have been payable had the Person Insured been insured thereunder or had proper application been made;
- Medical Care to the extent that the applicable government jurisdiction prohibits the payment of any benefits;
- Medical Care resulting from the participation in, or attempt to participate in, a criminal offence, under any applicable law, whether or not convicted of such offence;
- Medical Care provided by a medical or dental department maintained by an employer, an association, labour union, trustee or similar type of group;
- medical screening or examinations required for the use of a third party;
- Broken appointments, transportation costs (including traveling time) of the practitioner or the completion of claim forms required by this Provision. Services provided through telephone or other means of telecommunication shall be considered an Eligible Expense if such services are provided in accordance with the regulations, practices or procedures as set out by the respective provider's college or association. The Company reserves the right to refuse payment for any telephone or telecommunication services as it sees fit;
- Medical Care, the charge for which the Person Insured is not legally required to pay, or for which there is no charge, or for which there would have been no charge but for the existence of insurance;
- Medical Care which is not necessary according to generally accepted standards of medical practice;
- Medical Care rendered for cosmetic purposes (as determined by Empire Life), except when such Medical Care is necessitated by accidental injury;
- Medical Care for the replacement of an appliance which has been lost, mislaid or stolen or to provide any duplicate appliance;
- supplies ordered or services rendered prior to the date the person became a Person Insured;
- shipping and handling charges;
- infant formulas or caloric supplements, regardless of whether such formula or supplement contains vitamins or minerals; or
- services or supplies that were received or purchased from a provider that is not approved by Empire Life.

DRUG COMPONENT - Generic Prescription Drugs

Coverage will include generic drugs and medicines dispensed by a Physician or Pharmacist only available on the prescription of a Physician, pharmacist or other authorized healthcare professional, where applicable based on provincial legislation to the extent that they are generally recognized as being effective in the treatment of the injury or Sickness being treated and are not excessive or unwarranted as judged by the generally accepted therapy for such Sickness or injury as determined by Empire Life. To be considered an Eligible Expense under this Provision, drugs and medicines must have a valid Drug Identification Number (DIN) assigned under the Food and Drugs Act. Payment for certain drugs and medicines is subject to prior approval through the prior authorization process, as determined by Empire Life.

The prior authorization process applies mainly to high cost drugs and is based on various factors, including, clinical criteria, directions for use, appropriate government authorities approvals and the information provided by the Person Insured's Physician. The Prior Authorization Drug Program List of Special Authorization Drugs as may be updated from time to time by Empire Life, includes the list of drugs that are subject to the prior authorization process and sets out the most relevant guidelines. Current forms and guidelines are accessible on the Empire Life website at www.empire.ca.

"Generic drugs and medicines" are the lowest cost drugs and medicines that contain the same amount of the same active ingredients in the same dosage form as that directed in a prescription.

Such drugs and medicines may include but are not limited to:

- drugs and medicines that do not require a prescription by law, provided they have a valid Drug Identification Number (DIN) and are prescribed by a Physician, pharmacist or other authorized healthcare professional, where applicable based on provincial legislation. Such drugs and medicines include but are not limited to the following categories: antimalarials, fibrinolytics, nitroglycerin, potassium replacements, single entity iron salts, single entity fluorides, topical enzymatic debriding agents, thyroid agents,
- insulin and insulin supplies (e.g. needles, syringes and diagnostic tests), but excludes swabs and rubbing alcohol,
- all injectables including injectable vitamins, unless used as part of a weight reduction program, serums, and vaccines, and
- extemporaneous compounds prepared by a pharmacist, provided the principal active ingredient is an Eligible Expense under this Provision.

The inclusion of such drugs and medicines is subject to changing medical developments and Empire Life adjudication practices. Empire Life monitors drug coverage under this Plan. As part of the drug monitoring, Empire Life may at its sole discretion impose eligibility restrictions on a drug, at any time without prior notice. Restrictions may include, but are not limited to:

- Empire Life's prior-approval for a drug claim reimbursement,
- the requirement to obtain the drug through a specified pharmacy, or
- the requirement to obtain Lower Cost Alternative Drugs and Medicines used for the same treatment such as a Biosimilar Drug.

Specialty Drug Program

Your Plan includes the Specialty Drug Program for eligible Specialty Drugs and Medicines. The Specialty Drug Program requires the Person Insured to purchase Specialty Drugs and Medicines through Express Scripts Canada Pharmacy's supply service in order to receive the highest level or reimbursement. If a Person Insured purchases Specialty Drugs and Medicines from a Retail Pharmacy, eligible drugs will be reimbursed at a lower level of reimbursement, as set out in the Schedule of Benefits. A Person Insured may purchase all eligible Maintenance and Other Drugs and Medicines through a Retail Pharmacy of their choice and receive the highest level of reimbursement. The Specialty Drug Program does not apply to residents of Quebec.

The Specialty Drug Program is delivered by a service provider. Empire Life shall have no liability or responsibility for such service provider's services.

The availability of the Specialty Drug Program is subject to the service provider's capacity to offer such services and/or the continuance of an agreement between Empire Life and a service provider. Empire Life may at its sole discretion change or cancel the Specialty Drug Program at any time without prior notice.

Limitations and Exclusions

- any drugs and medicines that do not have a valid Drug Identification Number (DIN) assigned under the Food and Drugs Act,
- any drug medication which may be purchased without a prescription. This further excludes over-the-counter (OTC) products whether prescribed or not, unless the drug or medicine is included in one of the categories listed in the section above,
- anabolic steroids and items deemed cosmetic,
- drugs and treatments, including but not limited to intravenous or intrathecal injections on an in-patient, out-patient or emergency basis, that require Hospital or medical professional monitoring (e.g. Physician, nurse, or other authorized healthcare professional where applicable, based on provincial legislation), regardless of whether the drug or treatment is administered in a Hospital, in a government or privately funded clinic or treatment facility, or in a private residence,
- any drug monitoring eligibility restrictions, and
- any specific drug or treatment that is not being used and/or administered in accordance with Health Canada’s approved indication for use (e.g. Off-Label Use), even though such drug or procedure may customarily be used in the treatment of other illnesses or injuries.

This Plan also excludes in part:

- vitamins (except injectable and not used as part of a weight reduction program),
- patent medicines and natural health products,
- first aid and surgical supplies,
- atomizers and vaporizers,
- salt and sugar substitutes,
- infant formula, dietary foods and aids,
- contact lens care products,
- diagnostic aids and laboratory tests,
- contraceptives other than oral,
- lozenges, mouthwash, toothpastes and cosmetics,
- non-medicated shampoos, skin cleansers, skin protectors, emollients and soaps, and
- any benefit covered by your Government Health Insurance Plan.

NOTE: The Dispensing Fee varies by province of residence and is capped based on a reasonable and customary charge in each province.

Fertility Drugs, Anti-Smoking Agents & Sexual Dysfunction Drugs

a) Fertility Drugs

Fertility Drugs are not insured under this Plan.

b) Anti-Smoking Agents

Anti-smoking agents are not insured under this Plan.

c) Sexual Dysfunction Drugs

Sexual Dysfunction Drugs are not insured under this Plan.

MAJOR MEDICAL COMPONENT

Payment will be made for the following eligible expenses that you incur in your province of residence.

Medical Supplies and Appliances

- Medical Supplies and Appliances **require a separate Physician's referral for each supply or appliance prescribed**. The date of the Physician's referral and diagnosis must be within a six month period of submission of any claim. Only **Medically Necessary** supplies and appliances are covered under this Plan. Medical Supplies and Appliances prescribed solely for comfort, sports or recreational activities are not an Eligible Expense under this Plan. Empire Life reserves the right to request additional information for any Medical Supply or Appliance prescribed.
- Empire Life will pay for Eligible Expenses (up to the maximum outlined on the Schedule of Benefits or the **Reasonable and Customary charge**, whichever is less), for a Person Insured, that are **Medically Necessary** for the treatment of a Sickness or injury.
- Prior to making a purchase for a supply or appliance, a Person Insured should contact Empire Life to obtain the Reasonable and Customary charge for a supply or appliance and a confirmation that such supply or appliance is covered under this Plan.

This Plan will rent or purchase at the option of Empire life, the following **durable medical equipment**, subject to any applicable deductible, coinsurance and maximum as outlined on the Schedule of Benefits:

- aerosol equipment, mist tents and nebulizers for cystic fibrosis, acute emphysema, chronic obstructive bronchitis or chronic asthma,
- apnea monitors for respiratory disrhythmias,
- artificial eyes, including repair and replacement,
- artificial limbs, including the repair and replacement of basic cosmetic prostheses but excluding prostheses equipped with or requiring battery-power, electronics, motors or computers (e.g. myoelectrical limbs),
- bed rail,
- braces with rigid supports, fitted at a medical supply facility duly authorized under provincial regulations, if applicable,
- diabetic monitoring and administration equipment,
- external breast prosthesis, and two surgical brassieres per Benefit Period, post mastectomy,
- apnea machine (CPAP), intermittent positive pressure breathing machine,
- head halter,
- standard hospital beds, excluding electric hospital beds,
- custom-made foot orthotics, made from plaster cast models, foam moulds or 3D scans of the Person Insured's foot,

- shoulder harnesses,
- sphygmomanometers (blood pressure cuff),
- traction apparatus,
- transcutaneous electronic nerve stimulator (TENS),
- trapeze bars,
- standard wheelchairs, or where medically necessary, electrical wheelchairs

Under no circumstances will maintenance of any **durable medical equipment** be an eligible expense.

This Plan will lend or provide at the option of Empire Life, for the rental or purchase of the following supplies and appliances, subject to any applicable deductible, coinsurance and maximum as outlined on the Schedule of Benefits:

- casts,
- canes and walkers,
- cervical collar,
- Clinitest, Dextrostix, or similar home chemical testing supplies for diabetics, if excluded under Drug Component,
- colostomy apparatus and supplies,
- crutches,
- ileostomy apparatus and supplies,
- insulin, if excluded under Drug Component,
- insulin syringe, monojet type, if excluded under Drug Component,
- pressure garments for burns,
- compression sleeves for lymphoedema following surgery,
- lancet, if excluded under Drug Component,
- orthopaedic shoes individually designed and constructed to medical specifications, or adjustments only made to stock shoes for orthopaedic purposes
- oxygen and oxygen supplies,
- splints, excluding dental splints,
- compression stockings with a strength of 20 mmHg or higher,
- stump socks,
- urethral catheters,
- Viscosupplementation prescribed by a Physician and limited to two sets of three injections to the maximum as outlined on the Schedule of Benefits per knee,
- wigs following chemotherapy or radiation treatment for cancer.

Ambulance Service
This Plan will cover the cost of emergency transportation to and from hospital by a licensed ambulance. In addition, when the circumstances dictate, coverage is provided for licensed air ambulance or by commercial air fare to the nearest hospital qualified to render the necessary emergency medical care.

Private Duty Nursing Care
This Plan will cover the cost of services of a registered graduate nurse, registered nursing assistant, a certified nursing assistant, or a licensed practical nurse who is duly qualified and who is not related to the Person Insured or a member of the Person Insured's family and who is not a resident in the Person Insured's home. The services must:

- be provided in a Person Insured's home, and such home is not an Institution,
- be recommended in writing by a Physician,
- be approved in advance by Empire Life,
- be for short-term treatment for a severe injury or acute illness or to promote recovery from surgery. For clarity, no benefits will be paid for chronic care and/or long-term medical conditions, and
- be limited to the minimum number of hours and level of skill needed to provide each essential nursing service, as determined by the Company.

These services are payable up to the maximum shown on the Schedule of Benefits; however, no benefits will be paid for; homemaking, companionship or counselling services, supportive care (bathing, dressing, feeding), child-care duties or house-keeping duties.

The Company reserves the right to request additional information at the time of claim and in relation to an ongoing claim.

Diagnostic Laboratory Procedures
Payment will be made for eligible Diagnostic Laboratory Procedures, ordered by a Physician, and provided by a private medical laboratory. These services are payable up to the maximum shown on the Schedule of Benefits. Eligible procedures are:

- Blood Work,
- Colonoscopy,
- Computerized Axial Tomography (CAT scan),
- Electrocardiogram (ECG),
- Magnetic Resonance Imaging (MRI),
- Positron Emission Tomography (PET),
- Mammogram,
- Testing of Urine and other bodily fluids and tissues,
- Ultrasound.

Allergy testing performed by a laboratory is excluded.

Paramedical Practitioners
This Plan will include coverage for various Paramedical Practitioners, provided the services are not completed by a relative. These services are payable up to the maximum shown on the Schedule of Benefits.

Payment will be considered an eligible expense only when the maximum under any Government Health Insurance Plan has been reached, unless prohibited by law.

Dental Benefits for Accidents
This Plan will include coverage for the services of a dentist or oral surgeon to repair or replace sound natural teeth damaged as a result of a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth, including the setting of a fractured or dislocated jaw; however, no payment will be made for services, supplies or treatment rendered for a full mouth reconstruction, for vertical dimension correction, or for correction of temporomandibular joint dysfunction. Payment will be made for such accident provided (1) the accident occurs while you are insured under this benefit, and (2) the services are rendered within 365 days of such accident and while you are insured for this benefit.

Hearing Aids
This Plan will include the cost of the purchase and repairs of (excluding batteries or routine maintenance of) hearing aids. These services are payable up to the maximum shown on the Schedule of Benefits.

Eye Exams
In provinces where eye exams are covered under the applicable provincial Government Health Insurance Plan, no payment will be made for eye exams under this Policy.

In all other provinces, claim payment will be made for one eye exam, performed by an Optometrist or Ophthalmologist, up to the amount indicated on the Schedule of Benefits page.

Convalescent Hospital - Covered Expenses
The charges made by a convalescent hospital for room, board and other necessary services, in excess of the charge for ward accommodation, up to the daily amount indicated on the Schedule of Benefits Page, will be considered eligible expenses. However, the Person Insured must be admitted to the convalescent hospital within fourteen days following a period as a bedpatient of at least five days duration in a hospital. Expenses will be deemed as covered only where convalescent hospitalization is required by the attending Physician.

Benefits will be paid for the maximum period indicated on the Schedule of Benefits Page during any one period of disability.

All confinements in a convalescent hospital will be considered as one period of disability unless separated by at least ninety days.

In order to qualify under these covered expenses, a convalescent hospital must be approved by the appropriate Government Hospital Authority and be located in Canada.

Charges for custodial care in a convalescent hospital, nursing home or similar institution will not be considered eligible expenses.

A Convalescent Hospital is not a home for the aged, blind, or deaf, a domiciliary care home, a maternity home, or a home for alcoholics, drug addicts, or the mentally ill.

Vision Care
Payment will be made up to the Vision Care maximum as indicated on the Schedule of Benefits, for the purchase and replacement (but not repair) of frames and lenses or contact lenses, prescribed by an Ophthalmologist or Optometrist, and dispensed by a licensed Optician for a Person Insured, or intraocular lenses and laser eye surgery prescribed and provided by an Ophthalmologist, for the Person Insured.

A consecutive month period will commence on the purchase date of the initial Eligible Expense. Following this initial purchase date, the maximum will reset as indicated on the Schedule of Benefits.

If contact lenses are for cataracts, severe corneal scarring, keratoconus or aphakia and can improve the visual acuity of such Person Insured to at least 20/40 where such improvement is not possible with eye glasses, then the Vision Care maximum will be paid up to the maximum as shown on the Schedule of Benefits.

Notwithstanding the above, such benefit will not be payable for:
- cosmetic or other special purpose vision aids,
- visual training or remedial therapy,
- sunglasses or safety glasses that are not prescribed by an Ophthalmologist or Optometrist

Gender Affirmation
Payment will be made for Eligible Expenses incurred in Canada up to the Gender Affirmation Benefit Period Maximum and Lifetime Maximum as indicated on the Schedule of Benefits, only for surgery, procedures and/or and treatments that are not available under your Government Health Insurance Plan and which are Medically Necessary for Gender Dysphoria.

For the expenses to be eligible, you must meet all of the following conditions:
- be Diagnosed with Gender Dysphoria by a Specialist, or a qualified medical practitioner as approved by Empire Life, in this specific area of medicine;
- be at least 18 years old;
- have been approved for the Surgery, procedure or treatment Medically Necessary for Gender Dysphoria by their relevant provincial program or have a confirmatory Diagnosis from a second Specialist in this specific area of medicine;
- have been on hormone treatment continuously for at least 12 months at the time of the claim;
- have all Surgeries, procedures and/or treatments (as applicable) performed in Canada by a Specialist or qualified medical practitioner as approved by Empire Life;
- be insured under this Provision at the time the Surgery, procedure or treatment is performed; and
- have obtained Empire Life's prior approval for each Eligible Expense through its prior authorization process.

No payment will be made for any of the following:
- Travel or accommodation expenses;
- Any Surgery, procedure or treatment covered under the your Government Health Insurance Plan, even if the Person Insured failed to apply for such coverage;
- Any expense or charge incurred outside of Canada;
- Any Eligible Expense (including for Surgery, procedure or treatment) not pre-approved by Empire Life;
- Any expense or charge incurred that is intended to reverse a prior surgery, procedure or treatment related to Gender Dysphoria;
- Any supply or appliance;
- Any expense or charge related to fertility preservation.

Before incurring any expenses for a Surgery, procedure or treatment, prior approval must be obtained from Empire Life through a prior authorization process by using forms and guidelines supplied and approved by Empire Life.

Certain expenses or charges incurred in connection with Gender Dysphoria but excluded under this Gender Affirmation benefit may be available under other benefits, depending on your plan design.

Out of Province of Residence

(1) **Referral Coverage** - the following services will be included up to the Lifetime Maximum for Out of Province of Residence Referral Coverage as outlined on the Schedule of Benefits. The services must not be available in the Person Insured's province of residence and prior approval must be obtained from the Person Insured's Government Health Insurance Plan and Empire Life.

(a) **Hospital Confinement** - This Plan will pay up to the maximum as shown on the Schedule of Benefits for each day of confinement for room and board and other hospital services for reasonable and customary semi-private accommodation outside of the Person Insured's province of residence less the amount payable for those days of confinement under the Government Health Insurance Plan for the Person Insured's province of residence.

(b) **Doctors' Services** - This Plan will pay the actual charges rendered outside of the Person Insured's province of residence following referral by their doctor in their province of residence. The amount payable will be an amount equal to an amount paid by the Government Health Insurance Plan of the Person Insured's province of residence; however, the benefit payable from all plans will not exceed 100% of the actual incurred expense.

(c) **Other Medical Care** - Payment will be made for other medical care listed as an Eligible Expense under the same conditions and limits as if incurred in the Person Insured's province of residence.

(d) **Hospital Out-Patient Services** - No payment will be made for Hospital out-patient services under Referral Coverage.

(2) **Emergency Coverage** -the following services will apply to a Person Insured who is 1) travelling on business or vacation outside of their province of residence, and 2) insured for the duration of the travel period under a Government Health Insurance Plan, for the period as shown on the Schedule of Benefits. However, if the Person Insured is hospitalized as a result of a covered Emergency, during the period as shown on the Schedule of Benefits, coverage will continue until the date of discharge from the hospital, provided coverage has been extended under the Government Health Insurance Plan in the Person Insured's province of residence. Eligible Expenses will be allowed up to the Lifetime Maximum for Out of Province of Residence Emergency Coverage outlined on the Schedule of Benefits.

(a) **Hospital In-Patient Confinement** - This Plan will pay for room and board and other hospital services for emergency treatment of a Sickness or injury. The amount payable will equal the daily charges for each day of confinement for Reasonable and Customary semi-private accommodation outside of the Person Insured's province of residence less the amount payable for those days of confinement under the Government Health Insurance Plan in the Person Insured's province of residence.

(b) **Hospital Out-Patient Services** - Payment will be made for Hospital Out-Patient Services that are provided for an Emergency.

(c) **Doctors' Services** - This Plan will pay an amount equal to the amount of Reasonable and Customary charges and fees in excess of the amount paid or payable under the Government Health Insurance Plan in the Person Insured's province of residence.

(d) **Other Medical Care** - Payment will be made for other medical care listed as an Eligible Expense under the same conditions and limits as if incurred in the Person Insured's province of residence.

(e) **Travel Emergency Assistance Program**

Your extended health benefits package already covers you for extensive and comprehensive benefits while you are travelling outside of your province of residence. The Travel Emergency Assistance Program provides you and your dependants (if applicable) with fast and easy accessibility to your health care benefits plus plenty of "extras".

If you or one of your dependants (if applicable) suffer a travel Emergency, we offer 24 hour assistance through our appointed third party administrator identified on your Benefit Card (the “Appointed Administrator”). Just call one of the numbers that appear on your Benefit Card and identify yourself by the information on the front of your card. A multilingual coordinator will assist in providing the following benefits:

(i) **24 Hour Access** - Multilingual assistance by telephone, telex and facsimile services is available 24 hours a day, 365 days a year. This includes interpretation services in most major languages.

(ii) **Medical Referral** - Referral to a Physician, Dentist or appropriate medical facility will be provided for medical emergencies.

(iii) **Medical Transportation** - Transportation to the nearest appropriate medical facility or to Canada will be provided if Medically Necessary to any maximum shown on the Schedule of Benefits per Emergency.

(iv) **On-Site Hospital Payment** - A verification of insurance coverage and arrangement for payments will be provided. Services that require the payment of $200 or less are to be paid by the Person Insured and receipts kept for reimbursement.

(v) **Repatriation of Remains** - In the event of the death of a Person Insured, arrangements approved by the Appointed Administrator will be made for the preparation and transportation of the body back to the Person Insured's province of residence. Expenses will be reimbursed up to any maximum shown on the Schedule of Benefits.

(vi) **Return of Dependent Children** - The return of unattended dependants under the age of 16 will be provided if a Person Insured is hospitalized. Payment arrangements for economy class transportation of these Dependants to their place of residence in Canada will be made if the original ticket is void. A qualified escort will be provided if necessary.

(vii) **Trip Delay** - If a Person Insured's scheduled return trip has been missed due to the hospitalization of that Person Insured, economy class transportation will be provided to the place of departure if the original ticket is void and arrangements for changing the original ticket cannot be made with the carrier.

(viii) **Visit of a Family Member** - If a Person Insured, while travelling alone, is hospitalized and the expected period of hospitalization is more than 7 days, round-trip economy class transportation to the location for one member of the immediate family will be provided. For the purposes of this provision, “immediate family” constitutes a parent, spouse, child, brother or sister. Expenses for meals and accommodation for the visiting family member will also be reimbursed up to any maximum for travel, meals and accommodation shown on the Schedule of Benefits.

(ix) **Return of Vehicle** - Assistance is provided in the return of a Person Insured's vehicle to the place of departure or to the nearest rental agency during a medical Emergency. Expenses for return of vehicle will be reimbursed up to any maximum shown on the Schedule of Benefits.

(x) **Legal Referrals** - Legal referrals will be provided and assistance is available in arranging cash advances from credit cards or family and friends to enable the posting of bail and payment of legal fees if necessary.

(xi) **Lost Document and Ticket Replacement** - Assistance will be provided in contacting local authorities and in the arrangement for the replacement of lost passports, travel tickets and visas.

(xii) **Message Centre** - The use of a message centre will facilitate the exchange of messages between a Person Insured and their family, friends and business associates during a period of Emergency. The centre will hold messages for fifteen days.

Services described in i) – xii) inclusive are subject to an overall combined lifetime maximum as shown on the Schedule of Benefits.

A Person Insured must contact the Appointed Administrator immediately following the occurrence of any medical Emergency and prior to receiving any Medical Care, except where advance notice cannot reasonably be provided due to medical or other exceptional circumstances. Failure to contact the Appointed Administrator prior to receiving Medical Care may result in your claim being denied or reduced.

No coverage will be provided if a Person Insured experienced symptoms or sought Medical Care for a medical condition within the three month period immediately prior to the travel departure date, which results in a medical Emergency during the travel period.

Coverage may be provided for pre-existing medical conditions provided the medical condition is Stable prior to travel and medical attention is not anticipated or foreseen during the travel period.

Empire Life reserves the right to request clinical notes and records from the Person Insured's primary care Physician or any other health care professional who provided Medical Care to the Person Insured.

Limitations and Exclusions – Out of Province of Residence Coverage
Travel for the purpose of receiving Medical Care is excluded, even on the recommendation of a medical advisor, subject to the Out of Province of Residence – Referral Coverage section.

A Person Insured must be insured under a Government Health Insurance Plan for the duration of the travel period. It is the responsibility of the Person Insured to inquire prior to their departure whether their Government Health Insurance Plan coverage is extended for the duration of their travel period.

Coverage under this benefit is limited to amounts that are in excess of those covered by the Government Health Insurance Plan.

This Out of Province of Residence Coverage is a secondary plan which means coverage under this benefit is limited to amounts that are in excess of all other coverage provided under any other plan or insurance that provides similar benefits. Benefits will be coordinated with any other plans in accordance with the Canadian Life and Health Insurance Association Guideline G17, so claims paid do not exceed one hundred percent (100%) of the allowable expenses paid.

No coverage is provided for any Emergency experienced in a country, region, area, city and/or on a specific mode of travel (collectively, "Destination") for which the Government of Canada has issued a travel advisory with the following risk level designation:

- "Avoid non-essential travel"
- "Avoid all travel"

- Substantially equivalent risk level designations made by the Government of Canada prior to your arrival at such Destination ("**Restricted Travel Designation**")

You must confirm the Government of Canada travel advisory status prior to travel by visiting the Government of Canada travel website. If you travel to a Destination and the Government of Canada imposes a Restricted Travel Designation after your arrival there, Empire Life may provide benefits and services under the Travel Emergency Assistance Program to you, if you comply with the Government of Canada advice and advisories related to the Restricted Travel Designation.

The availability of Travel Emergency Assistance Program benefits and services are not guaranteed in every Destination.

The Travel Emergency Assistance Program services will apply only to designated countries which may change from time to time. It is the **responsibility of the Person Insured to inquire** prior to their departure whether services are provided in a specific country.

Empire Life assumes no responsibility for any medical or legal advice given to or for the benefit of a Person Insured; such advice includes, but is not limited to, medical or legal advice given by any Physician, health care professional, paralegal and/or lawyer.

Empire Life will not be liable for the negligence or wrongful acts or omissions of any other person or entity providing direct service to or for the benefit of a Person Insured in accordance with the above services, including but not limited to any Physician, health care professional, paralegal and/or lawyer.

No coverage is provided for any Emergency related to i) a pregnancy or delivery including infant care, after the 32nd week of pregnancy, or, ii) the deliberate inducement of a miscarriage.

No coverage is provided for any Emergency during a pregnancy if the Person Insured's medical history indicated a higher than normal risk of an early delivery or complications.

No coverage is provided for any Eligible Expense for continuing Medical Care, recurrence or complication relating to a condition or conditions incurred while a Person Insured is travelling outside their province of residence, if (i) it has been determined by a medical advisor that the Person Insured was deemed medically fit to return to their province of residence, and (ii) the Person Insured refuses to travel to their province of residence for Medical Care and/or chooses to continue with their travel plans.

There must be a minimum of 90 continuous days between the date a Person Insured returns to their province of residence before again travelling outside their province of residence; otherwise, no payment will be made for any Medical Care, recurrence, continuation or complication of any medical condition for which a claim payment was made for such medical condition, during the immediate previous trip out of province.

No coverage is provided for any medical condition for which symptoms were ignored or for which medical advice was not followed or the recommended Medical Care was not carried out.

No coverage is provided for Medical Care for any Accident sustained by a Person Insured while participating in a dangerous sport or activity. Dangerous sports and activities include, but are not limited to: off-trail skiing and snowboarding, bobsled, luge, skeleton, motor vehicle racing, obstacle jumping, rock climbing, mountain climbing, parachuting, gliding, hang-gliding, skydiving, bungee jumping, canyoning, scuba diving without certification, spelunking, any sport or activity for which remuneration is provided, any sport or activity for which money prizes are awarded, and any extreme sport or activity. This limitation does not apply to sports and activities normally offered to members of the general public without requiring any special qualifications or training.

No coverage is provided for Medical Care for any Accident that results from the operation of a Motorized Vehicle while a Person Insured's ability to drive is impaired as a direct result of Substance Abuse or while having drug or alcohol levels that exceed the maximum levels allowable by law in the jurisdiction where the Accident occurred. Substance Abuse includes, but is not limited to: (i) the abuse of medication (prescribed or non-prescribed), drugs or alcohol; (ii) the use of illegal or experimental drugs or products; (iii) any other drug addiction or substance abuse disorder; and (iv) any condition arising from the abuse of such medication, drugs or alcohol.

For clarity, the Limitations and Exclusions section of the general Extended Health Benefit Provision also apply to the Out of Province of Residence Coverage.

DENTAL BENEFIT

AMOUNTS AND LIMITS

You are not required to use a specific dentist or dental clinic; you are free to use the dentist of your choice provided the dentist and any person duly qualified to perform any of the services rendered (e.g. dental hygienist) is not insured for benefits under this Plan nor related by blood or marriage.

This benefit reimburses you for charges incurred by you or your dependants (if applicable) for dental services, subject to any deductible, coinsurance and maximum benefit that may apply as outlined on the Schedule of Benefits. To assist you in knowing exactly what dental procedures are covered by the Plan, the procedures are tabulated below according to the Canadian Dental Association Procedure Coding System, which is well known to any Dental Practitioner. To be eligible for reimbursement, the charges for these items must:

- be not in excess of the suggested Dental Fee Guide as shown on the Schedule of Benefits except if rendered by a Dental Mechanic or Dental Hygienist, then not in excess of the official Fee Guide for Dental Mechanics or Dental Hygienists, if applicable;
- be incurred while you are insured;
- be Reasonable and Customary;
- be recommended as necessary by a Physician, Dentist, or Oral Surgeon;
- be rendered by a Physician, Dentist, Oral Surgeon or Dental Assistant under the direct supervision of a Dentist, Oral Surgeon or Physician, or be rendered by a Dental Mechanic or Dental Hygienist.

All eligible charges **must be submitted** within the time period described in "Payment of Claims".

TREATMENT PLAN

When the cost of a proposed treatment is expected to exceed $300 or involves Orthodontic Services, we strongly recommend that a Treatment Plan be submitted before any treatment is started. The Treatment Plan is prepared by your dentist and outlines the treatment required as well as the cost of the proposed treatment. Empire Life will then identify any limitations, deductibles, coinsurance or maximum limits that may apply and thus avoid any misunderstanding as to the extent of your coverage. If you do not proceed with treatment within 90 days another Treatment Plan should be submitted.

DEDUCTIBLE

The Benefit Period Deductible Amount, if any, as shown on the Schedule of Benefits page is the amount that you are responsible for, in each Benefit Period, before Dental Benefits are payable under this Plan. Orthodontic Services, if insured, do not require a Deductible amount.

COINSURANCE

The Coinsurance Amount, as shown on the Schedule of Benefits page, is the percentage of eligible expenses paid by your Plan less the Deductible Amount, if any.

MAXIMUM BENEFITS

The Schedule of Benefits describes the Maximum Benefit for each of the various levels of coverage. Maximums per Benefit Period are the maximum amounts payable per person for you and your Insured Dependants (if applicable) in each Benefit Period, except for Orthodontic Services if included, which has a Lifetime Maximum as shown on the Schedule of Benefits.

The maximum benefit payable for all benefits, excluding any Orthodontic benefits, will be limited to $250 if you are late entering the Plan during the first 12 months of coverage. If Orthodontic Services are included in your Plan, the maximum benefit payable for these services will be $300 during the first 3 years of coverage when you are late entering the Plan and when you are otherwise entitled to these benefits.

DEPENDANTS

Dependants eligible for Dental Benefits are your spouse or common-law spouse, and unmarried wholly dependent children not yet 22 (or 26 if full-time students) or wholly dependent children of any age if mentally or physically handicapped (please see your Plan Administrator for details to extend coverage for handicapped dependants).

Upon written request, your common-law spouse will be eligible immediately if a child is born to you and your common-law spouse.

Dependants must reside in Canada to qualify for benefits. However, children who are temporarily residing outside of Canada because they are attending an accredited academic institution will also be eligible for benefits provided they are insured under a Government of Canada Health Insurance Plan.

OUTSIDE OF CANADA COVERAGE

While travelling outside the country, this coverage will apply for the services of a duly qualified dentist, subject to the maximums and coinsurance factor, and/or deductibles as outlined on the Schedule of Benefits page. Non emergency dental care will be subject to the current Provincial Dental Association Fee Guide. Emergency dental care is not subject to this limitation. These benefits include coverage for pre-existing conditions.

SURVIVORS' DENTAL BENEFITS

In the event of your death while you are insured for dental benefits under this Plan, the insurance for your surviving insured dependants at your death will continue in force without premium payment but not beyond the earliest of:

a) the date of remarriage of the surviving spouse
b) the period indicated on the Schedule of Benefits from your death
c) the date of death of the survivor
d) the date that the survivor no longer qualifies as a dependant, if a child.

This coverage will be provided even if the group Policy should terminate after your death.

LIMITATIONS & EXCLUSIONS

When alternate courses of treatment are available to attain a desired result, the amount of eligible expense will be based on the least expensive course of treatment that will produce a professionally adequate result.

No payment will be made for dental care expenses resulting from:

- any self-inflicted injury or illness;
- the voluntary or intentional inhalation or administration of drugs, poison, poisonous substances, gas or fumes;
- services, supplies or treatment for which benefits are payable under any other Benefit Provision of this Policy;

- services, supplies or treatment resulting from insurrection, war, invasion, enemy acts, civil war, rebellion, revolution, military power, usurped power or hostilities of any kind, whether war is declared or not;
- services, supplies or treatment resulting from any armed conflict or service in the armed forces;
- services, supplies or treatment resulting from voluntary participation in a riot or any disturbance of the public order; or
- services, supplies or treatment for which the person insured is entitled to indemnity or compensation in accordance with the provisions of any workplace safety legislation (e.g. Workplace Safety and Insurance Act, 1997) or similar legislation;
- services, supplies or treatment payable in whole or in part by a government under any Government Health Insurance Plan (or which would have been payable had the person insured been insured thereunder or had proper application been made);
- services, supplies or treatment or to the extent that the applicable government jurisdiction prohibits the payment of any benefits;
- services, supplies or treatment resulting from participation in or attempt to participate in, a criminal offence, under any applicable law, whether or not convicted of such offence;
- services, supplies or treatment provided by a dental or medical department maintained by an employer, an association, labour union, trustee or similar type of group;
- dental screening or examinations required for the use of a third party;
- broken appointments, transportation costs (including travelling time) of the practitioner, advice received by telephone or other means of telecommunication or the completion of claim forms required by this Provision;
- services, supplies or treatment, the charge for which the person insured is not legally required to pay or for which there is no charge or for which there would have been no charge but for the existence of insurance;
- services, supplies or treatment rendered for dietary or nutritional counselling for the control of dental caries or for dental plaque control;
- services, supplies or treatment which is not yet approved by the Canadian Dental Association or which is clearly experimental in nature;
- services, supplies or treatment which are not necessary according to generally accepted standards of dental practice;
- laboratory charges exceeding 50% of the fixed fee for the procedure in the Dental Association Fee Guide specified in the Schedule of Benefits;
- services, supplies or treatment of the type normally intended for sport or home use (i.e. mouthguards);
- services, supplies or treatment rendered for cosmetic purposes (as determined by Empire Life) including, but not limited to, facing or veneers on crowns, or pontics posterior to the second bicuspids and alterations, extractions or replacement of sound teeth to change appearance except when such services, supplies or treatment are necessitated by Accidental Dental Injury and are incurred within 365 days after the date of the injury;
- services, supplies or treatment rendered for the correction of any congenital or developmental malformation which is not a Class I, II or III malocclusion (including the replacement of congenital missing teeth);
- services, supplies or treatment rendered for a full mouth reconstruction, for a vertical dimension correction or for correction of a temporal mandibular joint dysfunction;
- services, supplies or treatment for the replacement of an existing prosthetic device or other appliance which has been lost, mislaid or stolen, including, but not limited to, fixed bridgework and removable partial or complete dentures;
- services, supplies or treatment to provide any duplicate prosthetic device or any other duplicate appliance;
- services, supplies or treatment performed in conjunction with a procedure that is not eligible for payment; or

- services, supplies or treatment that were received or purchased from a provider that is not approved by Empire Life

ELIGIBLE CHARGES

This Plan will cover the dental procedures outlined on the following pages up to the level of the Provincial Dental Association Fee Guide as outlined on the Schedule of Benefits. To assist you in knowing exactly what dental procedures are covered by the Plan, the following procedures are for a Plan with a current year Fee Guide. Certain services have limitations, which are noted below.

BASIC SERVICES

Diagnostic Services

1. Examinations
    a) Complete examinations (once in 24 months)
    b) Recall examinations (Two during a Benefit Period separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits)
    c) Emergency examinations*
    d) Specific examinations*

*Any combination of two emergency and/or specific examinations during a Benefit Period.

Notwithstanding the above, if more than one of the procedures listed in a), b), c) and d) are incurred on any given date, then the suggested fee, as listed in the Dental Fee Guide, for the most expensive procedure will be the Maximum Insured Benefit for such examination codes.

2. Consultations
3. Radiographs (X-rays)
    a. Extraoral
        i. Panoramic (once in 24 months)
    b. Intraoral
        i. Full series (once in 24 months)
        ii. Bitewing (Two during a Benefit Period separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits)
        iii. Periapical (only as a diagnostic aid)
        iv. Occlusal

If a full mouth series has been performed, bitewing and occlusal x-rays are not eligible within 1 year for Insured Dependants (if applicable) up to the age of 15, or within 2 years per Person Insured age 15 and over.

4. Tests and laboratory examinations (once during a Benefit Period)

Preventive Services

1. Polishing (Two during a Benefit Period separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits)
2. Scaling (maximum number of units during a Benefit Period as outlined on the Schedule of Benefits)
3. Fluoride Treatment (Two during a Benefit Period separated by the number of months as indicated under Dental Recall Frequency on the Schedule of Benefits)
4. Oral Hygiene instructions (two per lifetime)

Other Basic Services

1. Pit and Fissure Sealants (limited to dependant children if applicable, under age 15, one application only per tooth while insured)
2. Finishing restorations
3. Caries, trauma and pain control
4. Interproximal disking
5. Space maintainers (only Insured Dependants, if applicable, age 15 or under)
6. Occlusal equilibration (maximum 8 units during a Benefit Period)

Minor Restorative Services

1. Amalgam Restorations
2. Bonded Amalgam Restorations (reimbursement up to the cost of non-bonded amalgams)
3. Acrylic or Composite Restorations

Only one restoration per tooth surface is eligible during a 12 month period.

4. Retentive Pins
5. Stainless Steel, Plastic and Porcelain Crowns on Primary Teeth

Minor Surgical Services

1. Extractions
   a. Uncomplicated
   b. Complicated
   c. Residual roots
   d. Fractured cusp (as a separate procedure, not in conjunction with surgical or restorative procedures on the same tooth)

Anaesthesia

1. General Anaesthesia (only in conjunction with oral surgery, periodontal surgery, fractures and dislocations)
2. Conscious sedation (only Insured Dependants, age 15 or under if applicable, or in conjunction with oral surgery, periodontal surgery, fractures and dislocations)

Denture Services

1. Minor Adjustments
2. Repairs (two per 12 month period)
3. Rebasing and/or Relining (one upper reline/rebase and one lower reline/rebase OR one combined upper lower reline/rebase per 12 month period)

Major Surgical Services

1. Surgical Exposure
2. Transplantation
3. Repositioning
4. Enucleation
5. Alveoplasty
6. Gingivoplasty and/or Stomatoplasty
7. Osteoplasty
8. Surgical Excision
9. Surgical Incision
10. Fractures
11. Frenectomy

PERIODONTIC AND ENDODONTIC SERVICES

Periodontal Services

1. Root Planing (maximum number of units combined with scaling during a Benefit Period as outlined on the Schedule of Benefits under Dental Scaling)
2. Root Planing (maximum of $300 per Benefit Period for Quebec only)
3. Non-Surgical Services
4. Surgical Services (reimbursement for only one surgical procedure in the same area of the mouth on the same day)
5. Adjunctive Services
    a. Periodontal splinting (once during any 3 year period)
    b. Periodontal appliances (once during any 3 year period)

Endodontic Services

1. Pulpotomy
2. Pulpectomy
3. Root Canal Therapy (eligible on permanent teeth only)*
4. Apexification (only Insured Dependants, if applicable, age 15 or under)*
5. Periapical Services*
6. Other Endodontic Procedures

*Reimbursement up to the cost of an uncomplicated root canal or apicoectomy/apical curettage if incurred more than 1 year from initial treatment and if the procedure is not performed by the original Dentist.

MAJOR RESTORATIVE SERVICES

Initial appliances (e.g. dentures) are only covered if a permanent, functional natural tooth is extracted while you are insured for this level of coverage under this Plan (or under the plan which this Plan replaces). Replacement appliances are covered if:

- the existing appliance cannot be made serviceable and is at least five years old; or
- the transitional dentures/crown or bridgework are replaced by a permanent prosthesis within 12 months of installation, otherwise the temporary denture/crown or bridgework are considered a permanent prostheses subject to the Policy Limitations; or
- required because of an Accidental Dental Injury, after the date you become insured; or
- required due to the installation of an initial opposing denture after the date you become insured; or
- the extraction of an additional permanent, functional natural tooth makes the existing appliance unserviceable. If the existing appliance could have been made serviceable, only the expense for that portion of the replacement appliance which replaces the teeth extracted after the date you became insured will be deemed to be an Eligible Expense.

Procedures involving the use of gold will only be considered an eligible expense if treatment could not have been rendered at a lower cost by means of a reasonable substitute.

Implant and implant-related procedures are not an Eligible Expense and no consideration will be made for an alternative benefit clause towards an eligible less expensive procedure.

Major Restorative Services

1. Onlays
2. Crowns
3. Complete Dentures – Standard
4. Partial Dentures – Standard
5. Bridges (Fixed)
    a. Pontics
    b. Retainers - inlays and onlays
    c. Repairs

Complex Dentures will be reimbursed up to the cost of a Standard Denture.

Some restrictions apply. Prior approval/predetermination is strongly recommended.

Other Restorative Services

1. Core (reimbursement up to the cost of non-bonded amalgam/composite core)
2. Recementation/rebonding inlays, onlays or crowns
3. Removal of inlays, onlays or crowns
4. Posts

ORTHODONTIC SERVICES

Eligible Expenses for Orthodontic Services will be deemed to be incurred on a monthly basis, commencing with the date on which such treatment is first rendered and subsequently thereafter on the monthly anniversary of such date, during the continuance of the treatment period. If a Treatment Plan is not submitted, the amount of each monthly Eligible Expense will be based upon the actual treatment rendered during such month. If a Treatment Plan is submitted, the amount of each monthly Eligible Expense will be deemed to be:

1) the total estimated Eligible Expense in respect of Orthodontic Services divided by the number of months of the estimated treatment period if a separate estimate of initial appliances is not included in the Treatment Plan, or

2) if a separate estimate of initial appliances is included in the Treatment Plan

   i) for the first month of treatment, the lesser of the estimated Eligible Expense for such initial appliance and 25% of the total estimated Eligible Expense in respect of the Orthodontic Services;

   ii) for each subsequent month of treatment the difference between the total estimated Eligible Expense and the Eligible Expense calculated for the first month of treatment divided by the number of subsequent months of the treatment period.

The amount of monthly Eligible Expense as determined above is subject to adjustment if the actual expense and/or period of treatment differ from the estimates given in the Treatment Plan.

Dental benefits in respect of Orthodontic Services will be paid at the end of each period of three consecutive months, the amount of each such payment being the sum of the dental benefits payable in respect of Eligible Expenses incurred during such period.

Orthodontic Services

1. Diagnostic Services
2. Preventive Services
3. Observations and Adjustments
4. Appliances - Treatment for tooth guidance or minor tooth movement
   a. Fixed
   b. Removable
5. Appliances - Control of Oral Habits
   a. Fixed
   b. Removable
6. Payment for Orthodontic Treatment in Progress
7. Appliances – Retention
   a. Fixed
   b. Removable

Note: Only insured dependents (if applicable) who are under the orthodontic maximum age shown on the schedule of benefits are covered for orthodontic services.

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