



## **LONG TERM DISABILITY INSURANCE PLAN**

**Underwritten by: Teachers Life Insurance Society (Fraternal)**

**Plan Sponsor: Ontario Secondary School Teachers' Federation**

**OSSTF District 12 Toronto**

**Teachers Bargaining Unit**

**Policy Code: TL012-902**

**Effective: January 1, 2020**

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The Insurer agrees to pay Benefits subject to the Policy's provisions which are set forth on the following pages.

Teachers Life Insurance Society (Fraternal), referred to in this document as Teachers Life, the Society, the insurer, we, our or us, was originally incorporated under the laws Ontario on July 21, 1939, and continuance as a corporation under the laws of Canada commencing July 23, 2008. The organization is licensed as a fraternal benefit society under the Insurance Companies Act and is an independent corporation owned and controlled by its members. For insurance purposes, all insurance policies are written on an individual basis.

The policy listed herein provides information on the product, the benefits provided and the restrictions under which such benefits are payable. Premiums (Contributions) for this policy are set forth in a separate document and such premiums have been certified by the Appointed Actuary of Teachers Life prior to the sale of this policy.

## TABLE OF BENEFITS

Eligible Classes	Teachers Bargaining Unit.
Employment Waiting Period	Nil.
Enrolment Requirements	Mandatory plan; 100% of eligible Members must participate in this plan.
Member Benefit	50% of Monthly Earnings.
Reduction to Member Benefit	The Member Benefit, together with other integrated income sources, cannot exceed 100% of the Member's indexed pre-disability Take-home Pay. The Member Benefit will be further reduced if it exceeds a Benefit based on a maximum annual Salary of \$150,000.
Qualifying Period	<ol style="list-style-type: none"><li>1. Benefits are payable for each period of Disability after a qualifying period of the later of 110 Working Days or expiration of sick leave and in no event more than 24 months.</li><li>2. Where an insured Member is released from duties for a period equal to halftime or greater in order to perform services for the local association or federation, the insured Member will have the option of reducing the qualifying period to 20 Working Days. Teachers Life and/or OTIP must be provided with a list of such Members released from duties at the time of claim.</li></ol>
Initial Assessment Period	The Qualifying Period plus the next 24 months of Disability.
Cost-of-Living Adjustment / Indexing	On January 1 immediately following the Member's Initial Assessment Period and on each January 1 thereafter, the Member Benefit, including any prior cost-of-living adjustments, will be increased by the lesser of 2% or the actual increase in the All Canada Consumer Price Index for the period from October 1 to September 30 of the prior year as determined by Statistics Canada.

Termination /  
Maximum Benefit Period

LTD coverage and/or Benefits will not continue beyond the earliest of the following dates:

1. the end of the month in which the Member attains age 65;
2. the date the Member is first entitled to at least a 60% unreduced service pension from OTPP;
3. the date the Member would have first been entitled to at least a 60% unreduced service pension from OTPP, if they have taken a present or commuted value pension from OTPP; or
4. the date the Member would have first been entitled to at least a 60% unreduced service pension from OTPP, had they not taken early retirement or an OTPP disability pension.

Taxability

Benefits under this LTD Policy are non-taxable.

Mandatory Early Intervention  
Program

The OTIP Early Intervention program provides confidential support and services to Covered Members to help facilitate recovery in the early stages of a medically related absence from work prior to the Benefit Period. The appropriateness of services will be assessed by OTIP and if medically supported, may be funded. OTIP must be notified of any prolonged absence by the Participating Sponsor and upon the approval of the Covered Member, an OTIP representative will contact the Covered Member. A prolonged absence is any absence of 15 or more consecutive working days.

## DEFINITIONS

Actively at Work	means that the Member must be fully capable of performing their regular duties. The Member must also be actually working at the Employer's place of business or a place where the Employer's business requires the Member to work, or on an approved vacation, including scheduled school breaks, weekends and statutory holidays.
Appeal	means the appeal of a decision to deny or terminate a Benefit or other decision involving the payment of a Benefit in accordance with the procedures described in the Plan Document. An appeal is a mandatory prerequisite before any legal proceeding is commenced against the Planholder.
Benefit	means any amount which becomes payable under this Policy.
Benefit Period	means: <ol style="list-style-type: none"><li>1. the period of time after the Qualifying Period during which the Member is continuously Disabled; plus</li><li>2. if the Disability is not continuous, any period of time during which the Disability is a Recurrence as defined under the LTD provisions of this policy.</li></ol>
CPP	means Canada Pension Plan.
Disability/Disabled/Disabling	means that: <ol style="list-style-type: none"><li>(a) during the Initial Assessment Period, the Member is disabled if, because of illness or injury, the Member is unable to perform the significant duties pertaining to their Specific Assignment; and</li><li>(b) after the Initial Assessment Period, the Member is disabled if, because of illness or injury the Member is unable to be Gainfully Employed.</li></ol>
Disability Period	means: <ol style="list-style-type: none"><li>1. the Qualifying Period; plus</li><li>2. the Benefit Period</li></ol>
Department of National Defence (DND) Assignment	means an assignment with the DND to teach on a military base that is considered permanent, full-time employment with the Employer as long as the Member's permanent Plan Sponsor is participating under this Policy.
Employer	means Toronto District School Board.
Employment Waiting Period	means a period of continuous active employment with the Employer, as shown in the Table of Benefits, following which the Member becomes eligible for insurance.
Evidence of Insurability	means all statements of medical evidence of the Member's health as required by Teachers Life and/or OTIP, affecting such person's acceptability for insurance. All evidence of insurability must be submitted on forms approved by OTIP for that purpose.

Gainful Employment/Gainfully Employed means work:

1. the Member is medically able to perform;
2. for which the Member has at least the minimum qualifications;
3. that provides income of at least 60% of the Member's inflation indexed Pre-Disability Earnings; and
4. that exists either in the province or territory where the Member worked when the Disability started or where the Member currently lives.

The availability of work alone will not be considered in assessing Disability.

Insurable Member means an individual who is:

1. is employed by the Employer;
2. is an Insurable Member;
3. belongs to an Eligible Class, as listed in the Table of Benefits;
4. satisfies the Eligibility Conditions, as outlined in the Insuring Provisions; and
5. satisfies the Effective Date of Insurance provisions, as detailed in the Insuring Provisions;
6. is:
  - (a) a full-time or part-time teacher as defined in the Ontario Education Act and its regulations, who is not employed as an occasional teacher or under a Term Contract; or
  - (b) in a Job Protection Plan; or
  - (c) an administrator, manager or non-teaching education staff Member employed on a permanent, non-seasonal basis for at least 15 hours per week;

and

either resident in Canada or temporarily residing outside Canada on an approved Leave of Absence or an assignment with the Department of National Defence.

Insurer means Teachers Life Insurance Society (Fraternal).

Job Protection Plan means a formal document mutually agreed to by the Plan Sponsor, the Employer and the Members whereby a Member is temporarily assigned to part-time employment, for any reason other than the Member's request.

Leave of Absence means an approved formal non-medical part-time or full-time leave of absence, which could include but is not limited to sabbatical, educational and secondment leaves of absence.

LTD means long term disability.

Mandatory Plan means the Member is required to participate in the plan and is deemed to have applied for coverage as a condition of employment.

Non-Mandatory Plan	means that participation in the plan is voluntary and that the Member must make application within 31 days of eligibility prior to being able to participate in the coverage.
OTIP	means Ontario Teachers Insurance Plan, the administrator of this plan.
OTPP	means Ontario Teachers' Pension Plan.
Plan Sponsor	means the applicant for this Policy, which is the association, federation or union that represents the Members of the Eligible Classes or the Employer.
Pre-Disability Earnings	means the Member's earnings as of the commencement of the Benefit Period, excluding bonus and overtime pay.
QPP	means Quebec Pension Plan.
Qualifying Period	means the period of time that must elapse between the onset of the Disability and the date on which the Covered Member is eligible to begin receiving LTD Benefits.
Renewal Date	means March 1, 2014, and each subsequent March 1 thereafter.
Salary	means the Member's regular earnings from the Employer, excluding bonus and overtime pay, that were in effect on the last day of the Qualifying Period.
Specific Assignment	means the type of duties the Member was performing as of the commencement of Disability or immediately preceding the commencement of Disability.
Term Contract	means a written agreement which explicitly states a fixed duration that the contract will be in effect.
Working Day	means a day within a work week that is not a public holiday, as established by the Employer and where the Member is normally required to be in attendance at the Employer's place of business.
WSIB	means Workplace Safety and Insurance Board.

## INSURING PROVISIONS

Application for Insurance	<p>For Non-Mandatory Plans, coverage approval is automatic if an LTD insurance application form is completed and forwarded, within 31 days of a Member's date of eligibility, to:</p> <ol style="list-style-type: none"><li>1. OTIP, for plans administered by OTIP; or</li><li>2. the Plan Sponsor's plan administrator for self-administered plans.</li></ol> <p>If the Member applies more than 31 days after becoming eligible, the insurance is subject to Evidence of Insurability and takes effect on the date of written approval by the Insurer.</p> <p>Eligible Members must apply for insurance on a form, which has been approved by OTIP.</p>
Eligibility Conditions	<p>Members are eligible immediately if they are Insurable Members on the effective date of this Policy. Otherwise, they are eligible on the date they begin to perform the regular duties of employment as Insurable Members, actually working at the Employer's place of business or a place where the Employer's business requires Members to work.</p>
Effective Date of Insurance	<p>For Mandatory Plans</p> <p>The effective date of a Member's coverage will be the later of the following dates:</p> <ol style="list-style-type: none"><li>1. the date of the Member's employment; and</li><li>2. the date the Member joins an Eligible Class.</li></ol> <p>For Non-Mandatory Plans</p> <p>The effective date of a Member's coverage will be the later of the following dates:</p> <ol style="list-style-type: none"><li>1. the date the Member becomes eligible for coverage; or</li><li>2. the date the Insurer approves any required Evidence of Insurability.</li></ol> <p>Evidence of Insurability will be required to be submitted at the Member's expense.</p> <p>In any event, if the Member is not Actively at Work on the date coverage is to be effective, it will become effective when the Member returns to active work.</p>
Changes in Amounts of Insurance	<p>If the Member's coverage changes due to a change in earnings or classification, or as a result of a plan change, coverage will not be adjusted until the first day, on or after the date of the change, on which the Member is Actively at Work and the appropriate contribution is being made.</p>



## Exceptions

No change in a Member's amount of insurance will take effect during a Disability Period, except an earnings increase occurring during the Qualifying Period.

All increases in insurance are subject to the Actively at Work requirement unless they result during the period specified above.

Termination of a Member's Insurance

A Member's coverage will terminate on the earliest of the following dates:

1. the date employment with the Employer terminates;
2. the date the Member ceases to be a Member of any Eligible Class;
3. the date the Member ceases to be an Insurable Member;
4. the date the Member is laid-off by the Employer;
5. the due date of the first premium for which the required contribution is not made;
6. the date this Policy is terminated;
7. the date the Member retires, or if elected by the Member the date the Member is scheduled to retire less the Qualifying Period. A scheduled retirement requires notification to the Employer and OTPP of the Member's intention to retire. To terminate coverage, Teachers Life or the Plan Administrator must receive an LTD Coverage Termination form from the Member. If a Member rescinds their retirement or modifies their retirement date, coverage cannot be reinstated retroactively;
8. the end of the month in which the Member attains age 65, less the length of the Qualifying Period;
9. the date the Member is first entitled to at least a 60% unreduced service pension from OTPP, less the length of the Qualifying Period;
10. the date the Member would have first been entitled to at least a 60% unreduced service pension from OTPP, had they not taken a present or commuted value pension from OTPP;
11. the date the Member would have first been entitled to at least a 60% unreduced service pension from OTPP, had they not taken early retirement or an OTPP disability pension;

12. the date the Member is dismissed, or the date the Employer is required to extend insurance under applicable employment standards legislation;
13. the date the Member ceases to satisfy the Actively at Work requirement and starts to work in another job more than 20 hours per week, except in a Rehabilitation Plan or Program; or
14. the date the Member ceases to satisfy the Actively at Work requirement, except as set out in the Continuation of Coverage During Absence from Work provision.

Continuation of Coverage  
During Absence from Work

A Member's coverage will be continued while the Member is absent from work due to:

1. a Disabling illness or injury for which the Member no longer qualifies for Benefits, for 31 calendar days;
2. a non-Disabling illness or injury for which the Member does not qualify for Benefits, for the later of: (a) the end of the Qualifying Period; or (b) 60 Working Days after written notice is sent to the Member. Notwithstanding the above, in no event will coverage be extended longer than 60 Working Days after the end of the Qualifying Period;

A Member's coverage will be continued subject to payment of premiums, while the Member is absent from work due to:

1. a strike, lock-out or work stoppage, up to six months after the strike, lock-out or work stoppage starts;
2. an approved maternity or parental leave of absence, or other leave of absence mandated by legislation, for the duration of the period stipulated under any federal or provincial employment standards legislation, whether or not benefits are payable under the Employment Insurance Act of Canada; or
3. an approved Leave of Absence, to a maximum of 24 consecutive months, or the number of years negotiated under the collective bargaining agreement. An additional approved Leave of Absence where the Member does not return to work is considered a continuation of the original approved Leave of Absence. If the Member becomes Disabled during this time, no Benefits are payable for the scheduled duration of the Leave of Absence.

A part-time absence due to illness or injury is not considered an approved Leave of Absence.

A part-time Leave of Absence beyond 24 consecutive months is considered to be elected part-time employment and not an approved Leave of Absence.

Continuation of coverage during an approved Leave of Absence due to a secondment may exceed 24 consecutive months.

## Reinstatement

A Member's insurance will be automatically reinstated if:

1. it terminated because of illness, injury, Leave of Absence, strike, lock-out, work stoppage or lay-off; and
2. the Member returns to work within 60 Working Days after the insurance terminated, or within any period during which the Employer is required by law to reinstate the insurance.

If, due to a clerical error by the Plan Sponsor or the Employer, a Member's insurance is terminated because the premiums were not being paid upon the Member's return to work, insurance will be automatically reinstated, provided:

1. the Member qualified for automatic reinstatement,
2. the error is corrected within three months of the first missed premium, and
3. all missed premiums are paid.

If a Member chose not to make premium contributions required to maintain insurance coverage during a Leave of Absence, insurance will nevertheless be automatically reinstated upon the Member's return to work. Reinstatement under this circumstance is not subject to the Application for Insurance provision.

If a Member's insurance terminated as a result of a dismissal, it shall be automatically reinstated retroactively to the date of termination if a dismissal appeal has resulted in the Member being reinstated to the Member's position and premiums have been paid retroactively to the date of the termination.

A Member who does not qualify for automatic reinstatement will be treated as a new Member upon the Member's return to work.

All other Members will be subject to the Application for Insurance provision.

## CLAIMS PROVISIONS

Notice of Claim	<p>To permit prompt assessment and participation in Rehabilitation Plans or Programs, initial notice of claim shall be submitted to Teachers Life and/or OTIP no later than six months after Disability starts.</p> <p>Except where the failure of the Member to file the initial notice of claim within six months after Disability starts is a direct consequence of the Member's Disability, the Insurer shall not be liable for claims for which initial notice is submitted more than six months after the earlier of:</p> <ol style="list-style-type: none"><li>1. the end of the Qualifying Period; or</li><li>2. the date this Policy terminates.</li></ol>
Proof of Claim	<p>Benefits under this Policy shall only be payable for periods for which Teachers Life and/or OTIP has received satisfactory proof that the Member is entitled to Benefits.</p> <p>The Member shall provide information required proving entitlement to Benefits and shall also authorize Teachers Life and/or OTIP to obtain information from other sources for this purpose. Whenever Teachers Life and/or OTIP request information or authorization, it must be submitted within six months. If the requested information or authorization is not submitted within this time, the Insurer will not be liable for Benefits.</p>
Decision Letter	<p>Teachers Life and/or OTIP will give the Member a written decision letter that states:</p> <ol style="list-style-type: none"><li>1. whether or not Benefits have been approved;</li><li>2. whether or not further information is required;</li><li>3. if Benefits have not been approved, or are terminated, the reason for denial or termination and the procedures the Member shall follow for any Appeal; and</li><li>4. following an Appeal, whether or not Benefits have been approved, and if not, the reason(s) for the Appeal decision.</li></ol>
Notice of Benefit Termination	<p>If Benefits are being paid and then terminate, Teachers Life and/or OTIP shall provide at least one month's written notice to the Member before Benefits terminate.</p>
Appeals	<p>A Member has the right to Appeal a decision about the payment of a Benefit, including a denial or termination of a Benefit, providing the Member does so within six months of the claim decision in accordance with the Appeal Procedure. An Appeal is a mandatory prerequisite before any legal proceeding is commenced against the Planholder for the payment of a Benefit.</p>

Appeal Procedure	<p>By considering an Appeal, the Planholder does not waive its rights under the Plan Document, including the right to apply any contractual or statutory limitation periods.</p> <p>To Appeal, a Covered Member shall complete and submit an Appeal Member Statement along with supporting medical documentation within six months from the date of the claim decision. Any costs associated with the Appeal are the Covered Member's responsibility.</p> <p>The Appeal Member Statement and supporting medical documentation will be reviewed by OTIP.</p> <p>Covered Members will be advised of the Appeal decision.</p>
Arbitration	<p>Where a Member, after appeal, disputes a decision of Teachers Life and/or OTIP to deny or terminate Benefits, the Plan Sponsor that represents the Member may, with the consent of the Member, elect to submit the dispute to binding arbitration in accordance with the arbitration procedure established between the Insurer and the Plan Sponsor.</p>
Legal Actions	<p>Any legal proceeding for the payment of Benefits under this Policy is absolutely barred:</p> <ol style="list-style-type: none"> <li>1. unless the Member has first submitted an Appeal to the Policyholder and a decision has been rendered in consideration of the Appeal; or</li> <li>2. where a matter in dispute has been Appealed and subsequently submitted to binding arbitration.</li> </ol>
Limitation Period	<p>Any legal proceeding against the Policyholder for the payment of a Benefit under this Plan is absolutely barred unless an Appeal decision has been received and a legal proceeding is commenced within two years from the date of the initial claim decision rendered by the Policyholder in consideration of the claim.</p>
Overpayment	<p>If a Member's Benefits are overpaid, the Member is responsible for repayment within six months, or within a longer period agreed to by Teachers Life and/or OTIP. If the Member fails to fulfill this responsibility, further Benefits will be withheld until the overpayment is recovered. This does not limit the Insurer's right to use other legal means to recover the overpayment.</p>
Subrogation and Right of Recovery	<p>Where permitted by law, if a Member is entitled to recover damages for loss of income from another person as a result of personal injuries which are sustained by the Member and for which the Member is entitled to receive Benefits under this Policy, the Policyholder will be subrogated to all the rights of</p>

recovery of the Member for loss of income to the extent of the sum of the Benefits paid or payable to the Member under this Policy.

Upon recovery of an amount or amounts from another person or their insurer for loss of income, the Member shall remit the amount (less costs) to the Insurer and/or OTIP to the extent of the sum of the Benefits paid to the Member under this Policy as at the date of the recovery.

The Member shall cooperate and shall do everything that may be necessary, including the execution of such documents required, to enable the Policyholder effectively to bring suit to enforce such rights.



## PREMIUM PROVISIONS

Payment	The first premium is due on the effective date of this Policy. After that, premiums are due on the first day of each month. The Plan Sponsor must pay premiums to Teachers Life and/or OTIP for remittance to the Insurer's Head Office or as it shall direct. Premiums not paid on time will be in default.
Grace Period	After the first premium has been paid, 45 days of grace are allowed to pay a premium in default. During this time, the Policy will stay in force. If the premium is not paid by the end of the grace period, this Policy will terminate. The Plan Sponsor is liable for a pro-rata premium for the time this Policy is in force during the grace period and for all other unpaid premiums.
Premium Calculation	The amount of each premium is the sum of the premiums for each insured Member, calculated at the rate last established by the Insurer.
Waiver of Premium	No premium is payable for a Member during a Benefit Period.
Premium Payment Not a Guarantee of Coverage Adjustments	<p>Payment of premium will not cause insurance to take effect or continue if it would not do so according to this Policy's Insuring Provisions.</p> <p>The premium will be adjusted retroactively to reflect changes in insurance amounts. Credits will be given only for the four months preceding receipt of notice.</p>
Rate Changes – Renewal Changes	The Insurer can change the premium rates on the Renewal Date. Written notice will be sent to the Plan Sponsor 30 days before a change is made. Once a change is made, the Insurer cannot make another renewal change for 12 months or such other period as may be agreed to by the Plan Sponsor.
Rate Changes – Other Changes	<p>A rate change can be made at any time if:</p> <ol style="list-style-type: none"><li>1. the Policy provisions are changed at the request of the Plan Sponsor;</li><li>2. the introduction, revision or repeal of a government law or regulation results in a change in:<ol style="list-style-type: none"><li>(a) the Benefits payable under this Policy; or</li><li>(b) taxes payable to a government authority; or</li></ol></li><li>3. there is a change in the number of Members insured under this Policy which exceeds 25% since the last renewal.</li></ol>

## GENERAL PROVISIONS

### The Policy

The entire Policy consists of this Policy.

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

### Termination of the Policy

The Plan Sponsor may terminate this Policy at any time by giving 30 days advance written notice to the Insurer.

Termination by the Plan Sponsor will take effect on the later of:

1. the date of termination stated in the written notice; or
2. the date the Insurer receives the written notice.

If the Plan Sponsor fails to pay the due premium within the Grace Period, Benefits will be suspended for all claims incurred after the expiration of the Grace Period, and this Policy will terminate at the end of the Grace Period. However, if the Plan Sponsor makes written request in advance for an earlier termination date, this Policy will terminate on the date requested.

The Policyholder may terminate this Policy on any premium due date if the number of Members covered then totals less than the minimum participation, as shown in the Table of Benefits and written notice of intention to terminate has been given to the Plan Sponsor at least 90 days in advance.

### Misstatement of Age

Teachers Life and/or OTIP may request proof of a Member's age at any time. If the age has been misstated, entitlement to insurance and Benefits will be determined according to the Member's true age.

Member's Certificate or Booklet

Teachers Life and/or OTIP will provide a policy and plan summary to the Plan Sponsor for delivery to each Member or will provide access through a website. This policy and plan summary will state the coverage to which the Member is entitled and to whom these Benefits are payable. In the event of a conflict between the terms of the certificate or plan summary and the terms of this Policy, the terms of this Policy will govern.

Furnishing of Information

The Plan Sponsor, the Employer or the Insurer, as mutually agreed by the Plan Sponsor and the Insurer, will keep a record of the covered Members containing the essential particulars of coverage. The Employer, on behalf of the Plan Sponsor will forward the information periodically as required by the Insurer in order to administer this Policy and to determine rates. All records of the Plan Sponsor, or Employer, which bear on the coverage, must be open to Teachers Life and/or OTIP for inspection at any time on reasonable notice.

The Employer or Plan Sponsor may correct wrong data given to the Insurer. A Member's Benefit under a coverage will not be made invalid by failure of the Plan Sponsor or Employer, due to clerical error, to record or report the Member for the coverage.

Access to Records

Upon request, the Plan Sponsor or Employer must forward to Teachers Life and/or OTIP:

1. required information on the eligibility of Members;
2. Member applications;
3. details relating to changes in insurance; and
4. information required for assessment of claims, including job information.

Teachers Life and/or OTIP may inspect the records of the Plan Sponsor or Employer relating to Members' insurance. Inspections can take place while this Policy is in force and during the three years after it terminates.

Teachers Life and/or OTIP has the right to have representatives visit a Member's work site to obtain information about the Member's Specific Assignment.

All requests, notices, applications and claims must be made to Teachers Life and/or OTIP in writing.

Medical and Vocational Assessments

Teachers Life and/or OTIP have the right to conduct investigations related to applications or claims for Benefits, and to obtain independent medical and/or vocational assessments it deems necessary or appropriate. Teachers Life and/or OTIP has the right to examine the person for whom an application or claim is made as often as it may reasonably require during the course of an investigation, assessment or claim.

The Insurer shall not assume the cost of assessment or investigation in connection with a late application. The Insurer may assume the cost of other assessments or investigations according to its administrative practices at the time of application or claim.

Conformity to Legislation

If this Policy does not conform to legislation that governs it, it is considered automatically amended to comply with the minimum requirements of the legislation.

Disclosure Provisions

This Policy will be available through the Policyholder for review by Members. Teachers Life and/or OTIP, at their discretion, may release a copy of this Policy in order to settle claims.

If a Member submits a written request for medical information received from their treating health care providers, OTIP and/or the Insurer will disclose the information to the Member or, at OTIP's and/or the Insurer's discretion, to the Member's doctor.

OTIP and/or the Insurer may, disclose information about a Member's claim to another insurer or benefits administrator if:

1. the information could be relevant to assessment of the Member's entitlement to other disability benefits for the same period of time; and
2. the information is given in confidence with the stipulation that it may not be released to another party.

Currency	Any amount payable to or by the Insurer under this Policy will be payable in Canadian funds.
Non-Waiver	<p>The failure, at any time, by Teachers Life and/or OTIP to require from any covered Member that the Member respect one of the provisions of this Policy will not affect in any way Teachers Life and/or OTIP's right to require that the Member respect the provision in the future. The determination by Teachers Life and/ or OTIP to waive any provision of this Policy will not be deemed to be a waiver of Teachers Life and/or OTIP's right to require compliance with such provision in the future.</p> <p>A consent by Teachers Life and/or OTIP to, or of, any act by the Plan Sponsor, Employer or a covered Member which requires the Insurer's consent will not be deemed to waive or render unnecessary, the Insurer's consent to, or of, any subsequent similar act by the Plan Sponsor, Employer or the Member.</p>
Co-operation	Covered Members shall whenever requested by Teachers Life and/or OTIP, aid in providing or securing information relevant to their claim, and shall co-operate with Teachers Life and/or OTIP to facilitate its consideration of their claim and any Appeal and their obligations under the Plan Document.
Open Contract	As a method of maintaining on-going solvency of a society, all fraternal benefit societies have "maintenance of solvency" provisions in their contracts of insurance (often referred to as "open contract insurance"). If Teachers Life is unable to meet its obligations under its contracts of insurance, Teachers Life, with the direction and approval of the appointed actuary and the government regulators may alter conditions and benefits of this Policy on a temporary or permanent basis in order to meet solvency requirements. Such provisions that could affect benefits are only invoked under catastrophic conditions.
Limitation of Actions	An action or proceeding against Teachers Life for the recovery of a claim under the Policy will not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.
Policy Dividends, Bonus Insurance	Extra insurance, benefits, or cash dividends, may be declared by the Board of Directors from time to time reflecting the surplus position and the well-being of the non-profit Fraternal Benefit Society, in accordance with the recommendation of the appointed actuary or the regulators of Teachers Life and within any guidelines set forth under the Insurance Companies Act.

## TRANSFER PROVISIONS

### Transfer of Insurance

The following provisions apply when insurance for any class of Members under this Policy takes effect during the 31 days after coverage ends for that class under another group LTD income insurance policy.

1. Any Member who was covered in the terminating class under the previous policy when insurance for that class ended will be insured on the effective date of insurance for that class under this Policy, as long as the Member is then an Insurable Member.
2. Any Member whose insurance has not been interrupted will be entitled to Benefits under this Policy.
3. No Benefits are payable under this Policy for a Disability Period that is covered as a recurrence under a previous policy.

### Replacement of Insurance

The following provisions apply when this Policy is issued to replace insurance under another policy provided by the Insurer.

1. Any Member who was insured under the previous policy on the day before the effective date of this Policy will be insured under this Policy on its effective date, as long as the Member is then an Insurable Member in an Eligible Class.
- 2.. Increases in Benefits resulting from the replacement are subject to this Policy's Actively at Work requirement.
3. Any basic insurance that would have been subject to underwriting under the previous policy on the day before the effective date of this Policy will continue to apply as if the replaced insurance were still in force.
4. Any transfer of insurance provision applicable to a Member under the previous policy on the day before the effective date of this Policy will continue to apply as if the replaced insurance were still in force.

### Transfer of Claims

If the Plan Sponsor transfers responsibility for the continuing assessment of existing claims:

1. to the Insurer, the Insurer has the right, without the claimant's authorization, to obtain claim records from the previous insurer or benefits administrator.
2. from the Insurer, the Insurer has the right, without the claimant's authorization, to disclose claim information to the party assuming responsibility for existing claims.

## BENEFIT PROVISIONS

Assessment Responsibility	Teachers Life and/or OTIP have full responsibility for the assessment of a Member's entitlement to Benefits.
Disability	The Benefits under this Policy are for Disability Periods that commence while the Member is insured under this policy.
During the Initial Assessment Period	<p>During the initial assessment period, as shown in the Table of Benefits, a Member is considered Disabled if, because of illness or injury, the Member is unable to perform the significant duties pertaining to their Specific Assignment.</p> <p>If illness or injury prevents the Member from performing a duty, it will also be considered to prevent the Member from performing:</p> <ol style="list-style-type: none"><li>1. other duties that are performed only in order to complete that duty; and</li><li>2. other duties that can only be performed after that duty is completed.</li></ol>
After the Initial Assessment Period	After the initial assessment period, a Member is considered Disabled if illness or injury prevents the Member from being Gainfully Employed.
Notification	Teachers Life and/or OTIP will notify the Member of the change of definition in Disability no later than four months prior to the end of the Initial Assessment Period.
Qualifying Period	<p>The Qualifying Period starts when the Member first becomes Disabled and lasts, if Disability is continuous, for the period shown in the Table of Benefits.</p> <p>If Disability is not continuous, the days the Member is Disabled will be accumulated to satisfy the Qualifying Period as long as:</p> <ol style="list-style-type: none"><li>1. no interruption is longer than 20 consecutive Working Days; and</li><li>2. the Disability arises from the same illness or injury.</li></ol>
Recurrence	<p>After the Qualifying Period, a Disability is considered a recurrence if it arises from the same illness or injury and starts:</p> <ol style="list-style-type: none"><li>1. within 100 Working Days after the previous Disability ends; or</li><li>2. within 24 months after the end of an approved Rehabilitation Program.</li></ol>
Monthly Earnings	Monthly earnings for Benefit calculations and in assessing a Member's ability to be Gainfully Employed are, subject to the Actively at Work requirement related to the Changes in the Amounts of Insurance, 1/12 <sup>th</sup> of the Member's annual Salary in effect on the last day of the Qualifying Period.

First Year Benefits	Benefits payable prior to the August 31 following the end of the Qualifying Period will be paid based on the number of Working Days remaining in the Member's work year multiplied by the per diem Benefit. Benefits will be paid in equal monthly instalments until the end of August.
Salary Hold Back	Members on a Leave of Absence with a salary hold back program will have their earnings during the years of the salary hold back program calculated according to their full Salary before the Leave of Absence starts. During the year of the Leave of Absence, the Member's earnings, for premium purposes, will be those in effect the year before the Leave of Absence began.
Part-time Leave	<p>If a Member is on an approved part-time Leave of Absence, the Member must elect prior to the Leave of Absence, to have earnings calculated based on either the reduced work schedule or the full-time work schedule.</p> <p>If Disability occurs during the part-time Leave of Absence, Benefit payments will be made based on the reduced work schedule Salary. When the Leave of Absence ends, Benefit payments will be based on the level of earnings that the Member had elected to insure prior to the commencement of the Leave of Absence.</p>
Insured Earnings	<p>Insured earnings are the portions of a Member's earnings, which, upon application of the Benefit formula, yield the Member Benefit.</p> <p>For Members on a Leave of Absence or participating in a Job Protection Plan, insured earnings are the reduced or full earnings as chosen before the Leave of Absence or Job Protection Plan began.</p>
Take-home Pay / Net Earnings	<p>Take-home pay or net earnings means the Member's gross Salary less the Member's deductions for:</p> <ol style="list-style-type: none"> <li>1. OTPP;</li> <li>2. Employment Insurance (EI);</li> <li>3. CPP/QPP; and</li> <li>4. federal and provincial income taxes.</li> </ol> <p>The deduction for taxes is the amount the Employer would be required to withhold from a Member's gross Salary assuming:</p> <ol style="list-style-type: none"> <li>1. taxable income equals gross Salary less payments made by the Member for OTPP, EI and CPP/QPP; and</li> <li>2. taxes equal taxable income multiplied by the applicable tax rates, less personal tax credits. The personal tax credits and tax rates used are those in effect at the end of the Qualifying Period.</li> </ol>



Disability Benefits	A Disabled Member is entitled to Disability Benefits after the Qualifying Period ends and for as long as the Benefit Period lasts. No Disability Benefits are payable for the Qualifying Period itself.
True-ups	If Benefits cease, an adjustment will be made to account for Insured Earnings actually lost during Disability.
Amount Payable	The amount payable is the sum of: <ol style="list-style-type: none"> <li>1. the Member Benefit less the reduction, if any, required under the Offset and/or All Source Maximum provisions; and</li> <li>2. any Employment Subsidy forming part of the Rehabilitation Benefits.</li> </ol>

All Benefits are payable monthly in arrears.

Other Income	The income used in the Offset and All Source Maximum provisions is the income payable for the same period as the Member Benefit under this Policy.
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Except for retirement benefits and CPP/QPP disability benefits, all income is considered payable when a Member is entitled to it, whether or not it has been awarded or received. If it has not been awarded, the Insurer will have the right to estimate it according to the terms of any plans or legislation involved. CPP/QPP disability benefits are considered payable when they are actually received or six months after the start of the Benefit Period if application for benefits has not been made within that time. Retirement benefits are considered payable when they are actually received.

If retroactive, subrogated and/or any other income loss payments or awards are payable in a lump sum, the amount used will be the portion payable for loss of income during the Benefit Period. If the loss of income payment or award does not specify the period it represents, the Policyholder deems this period to be 60 months from the date the other income was awarded.

The Policyholder reserves the right to request a Member to apply for other income sources.

The Policyholder reserves the right to reduce the Member Benefit according to the Policyholder's estimate of the amount of other income to which the Member would be entitled:

- (a) if the Member's application for benefits under any provincial Workers' Compensation Act, were made and approved; or
- (b) if the Member's application for benefits under CPP/QPP disability benefits were made and approved.

However, any such reduction will cease and the amount of reduction already made will be reimbursed, if proof is submitted to the Policyholder that after final determination (including all levels of appeal), the Member's application for such other income has been disallowed. If the Member's application for such other income is approved for an amount other than that previously estimated by the Policyholder, the Member Benefit will be retroactively adjusted to the Benefit payable on the basis of the amount approved.

A Member may defer such reduction in respect of other income if the member agrees in writing (by signing a form provided for this purpose by the Policyholder),

- (a) to make application for other income;
- (b) to reimburse the Policyholder any benefits under the Policy which would otherwise have been reduced should the application for other income be approved;
- (c) to execute a direction authorizing an applicable federal, provincial or territorial government agency or authority to pay to the Policyholder the amount of all benefits accrued from time of application to the time of approval of other income.

If a Member has been requested by the Policyholder to reapply for, or to appeal a declination of other income (including without limitation, WSIB or CPP/QPP disability benefits), the Member shall provide proof of acceptance or denial of such re-application or appeal. If the Member fails to provide proof of the re-application or appeal, as the case may be, the Benefit shall be reduced by an amount equivalent to other income.

Special Treatment of Taxable Income for Non-Taxable Plans

Before the Amount Payable is calculated under a non-taxable plan, income will be reduced by multiplying it, by the ratio of the Member's pre-disability Take-home Pay/Net Earnings to the Member's monthly Pre-Disability Earnings. This does not apply to CPP/QPP benefits.

## Offset Provision

Under this provision, the Amount Payable is reduced by the following income:

1. Disability or retirement benefits to which the Member is entitled on the Member's own behalf under:

- (a) CPP;
- (b) QPP; or
- (c) a plan in another country for which there is a reciprocal agreement with CPP or QPP,

except for increases that take effect after the Benefit Period starts.

2. Benefits under any Workplace, Safety and Insurance Act or similar law, except for:

- (a) permanent partial disability awards that were payable before a Disability Period; and
- (b) benefits related to employment with another employer.

The Administrator has the right to request that application is made for WSIB benefits.

3. Sick leave credits paid during the Benefit Period.

## All Source Maximum

The Amount Payable shall be further reduced if necessary so that the Amount Payable together with payments from the following sources will not exceed 100% of the Member's net pre-disability Take-home Pay:

1. Disability or retirement benefits to which the Member is entitled on the Member's own behalf under:
  - (a) CPP;
  - (b) QPP; or
  - (c) a plan in another country for which there is a reciprocal agreement with CPP or QPP.
2. Benefits under any Workplace, Safety and Insurance Act or similar law, except for:
  - (a) permanent partial disability awards that were payable before a Disability Period; and
  - (b) benefits related to employment with another employer.
3. Sick leave credits paid during the Benefit Period.
4. Benefits the Member is entitled to on the Member's own behalf under Old Age Security, excluding benefits that were payable before a Disability Period.
5. Disability benefits available through legislation to which the Member is entitled on the Member's own behalf, except for Employment Insurance benefits. Automobile insurance benefits are included under this provision where permitted by law.
6. Disability benefits under another plan of insurance available as a result of the Member's affiliation with an association, except for benefits that were payable before a Disability Period.
7. Pension benefits from OTPP.

8. Employment-related income including:
  - (a) employment income that is not part of a rehabilitation plan or program;
  - (b) disability benefits related to any employment; and
  - (c) retirement benefits related to any employment. except for:
    - i. disability benefits that are prepayments of life insurance;
    - ii. any amount that is related to employment other than with the Employer and that was payable before a Disability Period;
    - iii. benefits from early retirement incentive plans or sick leave gratuities;
    - iv. retirement benefits unrelated to any employment; or
    - v. a present or commuted value pension from OTPP.

Rehabilitation Incentive Provision

Earnings received from a Rehabilitation Plan or Program are not used to reduce a Member's Benefit unless those earnings, the Member's income from this Policy and the income described under the Offset and/or All Source Maximum provisions would exceed 100% of the Member's indexed pre-disability Take-home Pay.

If it does, the Member's Benefit is reduced by the amount in excess of 100% of the Member's indexed pre-disability Take-home Pay.

Inflation Protection – Recalculation / Indexing

The Amount Payable will be recalculated for inflation protection each January 1 immediately following the Member's Initial Assessment Period as follows:

1. the Member Benefit will be increased by the Cost-of-Living Adjustment Factor;
2. the following amounts will be increased by the Consumer Price Index Factor:
  - (a) the All Source Maximum;
  - (b) the maximum Member Benefit;
  - (c) the Member's Pre-Disability Earnings; and
  - (d) the income limit under the Rehabilitation Incentive provision.

Inflation Protection –  
Cost-of-Living Adjustment  
Factor

The Member Benefit will be increased by the cost-of-living adjustment factor.

The cost-of-living adjustment factor will be 2% or, if less, the actual increase in the All-items Consumer Price Index for Canada reported for the prior year (during the period October 1 through September 30), as determined by Statistics Canada.

Inflation Protection –  
Consumer Price Index Factor

The Consumer Price Index factor will be the actual increase in the All-items Consumer Price Index for Canada reported for the prior year (during the period October 1 through September 30), as determined by Statistics Canada.

Inflation Protection –  
Changes to the Consumer  
Price Index

If there is a change in the method of calculating the All-items Consumer Price Index for Canada:

1. the All-items Consumer Price Index for Canada will be used for the period preceding the change; and
2. an appropriate measure of inflation will be used for the period after the change, as determined by Teachers Life and/or OTIP.

Rehabilitation Benefits

Rehabilitation involves a training strategy or work-related activity that:

1. can be expected to facilitate a Disabled Member's return to their job or other Gainful Employment; and
2. is recommended and approved by Teachers Life and/or OTIP.

In considering whether or not a rehabilitation proposal is appropriate, Teachers Life and/or OTIP will assess such factors as the expected duration of the Disability, and the level of activity required to facilitate the earliest possible return to employment.

The Insurer recognizes the individual needs of Members with disabilities by making a distinction between a Rehabilitation Program and a Rehabilitation Plan.

Rehabilitation Plan	To be classified as a rehabilitation plan, the goal must be: <ol style="list-style-type: none"> <li>1. to return the Member to work in the same job;</li> <li>2. to return the Member to work in a modified job with the same Employer; or</li> <li>3. to return the Member to work in a different job that capitalizes on transferable skills.</li> </ol>
Rehabilitation Program	To be classified as a rehabilitation program, the goal must be: <ol style="list-style-type: none"> <li>1. to return the Member to work in a different job that requires extensive or prolonged training; or</li> <li>2. to return the Member to work in a self-employed capacity.</li> </ol> <p>Training is considered extensive or prolonged if it lasts longer than 12 consecutive months.</p>
Participation Commitment	If a Member does not participate or cooperate in a Rehabilitation Plan or Program that has been recommended by a licensed health practitioner or recommended and approved by Teachers Life and/or OTIP, the Member will no longer be entitled to Benefits.
Time Duration	Teachers Life and/or OTIP must approve the duration of a Rehabilitation Plan or Program. Once approved, a Member's Benefit Period is for that duration as long as the Member continues to participate and cooperate in the Rehabilitation Plan or Program.
	Where a Member is involved in a Rehabilitation Plan or Program and Benefits are to be terminated due to recently submitted medical information or change of definition, Benefits will end on the later of: <ol style="list-style-type: none"> <li>1. the previously approved Rehabilitation Plan or Program end date;</li> <li>2. the first teaching day of the next term or semester as it applies to the Member's assignment; or</li> <li>3. any earlier date as may be agreed to by the Member and Teachers Life and/or OTIP.</li> </ol>
Rehabilitation Program – Re-Employment Benefit	If the Member is participating in a Rehabilitation Program that involves employment, the Benefit Period will be at least until the end of the Initial Assessment Period.
Rehabilitation Retraining Period Benefit	If the Member is participating in a Rehabilitation Program that involves training rather than employment, the Benefit Period will be extended up to six months after training ends. This extension is provided for purposes of job search.

Employment Income	Employment income earned during a rehabilitation period will be considered under the Rehabilitation Incentive provision.
Expense Benefit	<p>The Insurer will pay for reasonable expenses, other than usual employment expenses, associated with a Rehabilitation Program.</p> <p>Expenses claimed under this provision must be pre-authorized by Teachers Life and/or OTIP.</p>
Employment Subsidy	<p>If a Rehabilitation Program involves the Member's return to work with the same or another employer, the Insurer will subsidize the employer by 50% of the Salary paid to the Member during the first 3 months of the program.</p> <p>The subsidy must be pre-authorized by Teachers Life and/or OTIP.</p>
Termination of Benefit Payments	<p>When an insured Member becomes Disabled according to the terms of this Benefit provision and Teachers Life and/or OTIP has begun making Benefit payments, then the Benefit payments will cease, unless specifically extended elsewhere in this Policy, on the earliest of:</p> <ol style="list-style-type: none"> <li>1. the date the Member ceases to be Disabled as defined in this Policy;</li> <li>2. the date the maximum Benefit Period as specified in the Table of Benefits has been reached; or</li> <li>3. the date the Member dies.</li> </ol>
Termination of Benefits	Where supporting medical documentation confirms that the Member's condition has stabilized so as to permit the Member's return to their own occupation, the Benefit Period may continue to the end of the current term or semester.
Extension of Benefits	If this Policy terminates, Benefits will continue during the period of Disability, provided that such Disability occurred before the termination date and is reported to Teachers Life and/or OTIP no later than six months after its commencement.



## General Limitations

No Benefits will be paid:

Reasonable and Customary Treatment in the Benefit Period

1. for any part of the Benefit Period in which the Member does not participate or cooperate in a reasonable and customary treatment program.

A reasonable and customary treatment program is systematic treatment that:

- (a) is performed or prescribed by a legally licensed doctor of medicine; and
- (b) is of the nature and frequency usually required for the condition involved.

Where considered appropriate by Teachers Life and/or OTIP for the severity of the condition, the treatment must be prescribed by, and if appropriate, performed or supervised by a certified specialist for the condition involved.

If substance abuse contributes to the Member's Disability, the Member's treatment program must include participation in a recognized substance withdrawal program.

2. for any part of the Benefit Period in which the Member is no longer under continuing medical supervision and treatment considered satisfactory by the physician(s) designated by Teachers Life and/or OTIP.
3. as of the date the Member fails to furnish satisfactory proof of continuance of Disability, or fails to submit to an examination requested by Teachers Life and/or OTIP.

Rehabilitation Plans or Programs

4. for any period when the Member fails to participate or cooperate in a rehabilitation plan or program that has been recommended and approved by Teachers Life and/or OTIP.

Leave of Absence

5. for the scheduled duration of a Leave of Absence, if Disability starts after the Leave of Absence began.

Maternity or Parental Leaves

6. for any period the Member is on a maternity or parental leave.

Canadian Residency

7. during any period where the Member has ceased residing in Canada for more than six months in a 12-month period, unless the Member is on an assignment with the Department of National Defence or medical treatment is not available in Canada for the condition for which the Member is receiving Benefits.

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| Prison Confinement       | 8. for a period of confinement in a prison or similar institution, including the Member's home.                                      |
| War, Insurrection, Riots | 9. for a Disability arising from war, insurrection or voluntary participation in a riot.   |
| Undiscovered Claims      | 10. for undiscovered claims that originate during employment with the Employer after a member is no longer employed by the Employer. |