



Your group insurance plan



**EXTENDED DISABILITY INSURANCE PLANS
FOR MEMBERS OF THE SYNDICAT
DES AGENTS DE LA PAIX EN SERVICES
CORRECTIONNELS DU QUÉBEC
(SAPSCQ)**

Contracts Nos. 30000 and 30000-1

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Insurer: Desjardins Financial Security Life Assurance Company

This document is an integral part of the Insurance Certificate. It is a summary of your Group Insurance contracts respectively effective January 5, 1995 and February 20, 2003. Only the Group Insurance contracts may be used to settle legal matters.

N.B. EVEN THOUGH PLANS D, D₁ AND D₂ APPEAR IN THE *OPTIONAL PLANS* SECTION OF YOUR INSURANCE CERTIFICATE, THESE THREE PLANS ARE COMPULSORY.

Effective date of revised plan: January 1, 2019

TABLE OF CONTENTS

DEFINITIONS	5
DESCRIPTION OF BENEFITS.....	11
COMPULSORY INCOME REPLACEMENT INSURANCE IN THE EVENT OF EXTENDED DISABILITY (PLAN D)	11
COMPULSORY SUPPLEMENTAL INCOME REPLACEMENT INSURANCE IN THE EVENT OF EXTENDED DISABILITY (PLAN D₁)	14
COMPULSORY INSURANCE FOR THE PAYMENT OF CONTRIBUTIONS TO THE <i>RÉGIME DE RETRAITE DES AGENTS DE LA PAIX EN SERVICES CORRECTIONNELS (RRAPSC)</i> IN THE EVENT OF EXTENDED DISABILITY (PLAN D₂).....	20
EXCLUSIONS APPLICABLE TO PLANS D, D ₁ AND D ₂	22
GENERAL PROVISIONS	23
ELIGIBILITY	23
APPLICATION FOR INSURANCE.....	24
EFFECTIVE DATE OF COVERAGE	25
CHANGES IN COVERAGE	25
WAIVER OF PREMIUM	25
LEAVE WITHOUT PAY.....	26
TERMINATION OF INSURANCE.....	28
GENERAL LIMITATIONS	29

CLAIMS.....29

The masculine form is used without discrimination and only for the sake of readability.

DEFINITIONS

"**Age**" means the age of the insured Employee on his last birthday.

"**Collective Agreement**" means the agreement entered into as a Collective Agreement between the Employer and the Policyholder.

"**Committee**" means the Committee that, in accordance with the agreement constituting the Insurance Committee of the SFPQ and of certain other public sector unions, is responsible for the creation and application of the various group insurance plans stipulated in the Collective Agreements in force.

"**Employee**" means a person who holds a job governed by the Policyholder's collective labour agreement, as well as any other Employee approved by the Policyholder.

This definition also applies to correctional services peace officers with regular part-time status. These are temporary or permanent Employees whose services are required on an annual basis for a minimum of twelve hundred and forty-eight (1,248) hours.

"**Employer**" means the Government of Quebec, including all ministries and government bodies that are party to the Employees' collective labour agreement, as well as Employers or categories of Employers approved as such by the Policyholder, provided the Insurer can apply any premium rate changes it deems necessary due to any addition of Employers, subject to an agreement with the Policyholder.

"**Employer's Income Replacement Plan**" means the basic Income Replacement Plan whose benefits, which are payable by the Employer, are described in the Policyholder's collective labour agreement.

"Gradual Pre-Retirement" means the period immediately prior to full, permanent retirement during which the Employee works part-time according to a prearranged schedule; during this period, the Employee's sick leave bank is used to make up the difference between the number of hours actually worked and the number of hours he would normally work as a full-time Employee. During Gradual Pre-Retirement, the number of hours worked per week may be fixed or decreasing, but may not, under any circumstances, be less than 14.

"Gross Salary" or "Earnings" means:

- a) For all Participants, with the exception of correctional services peace officers with regular, part-time status:
 - i) Annual salary, based on the regular work week in accordance with the Collective Agreement or any regulation serving a similar purpose, which is used to calculate the benefits payable under the Employer's Income Replacement Plan, including the supplement set forth in the Collective Agreement for a regularly adjusted work week.
 - ii) In all cases, salary excludes all other bonuses, allowances, additional remuneration or lump sums, with the exception of all retroactive adjustments when the provisions of the Collective Agreement are applied.
 - iii) However, if all or part of the guarantee of an increase in salary is paid in a lump sum after application of the provisions of the Collective Agreement or any regulation or decree serving a similar purpose, said amount is part of an Employee's salary.

- b) For correctional services peace officers with regular part-time status:
- i) Gross annual salary calculated based on the average number of regular hours worked and paid during the preceding calendar year for Employees who have worked for the Employer for more than 52 weeks at the end of the calendar year. The annual salary, however, cannot be less than the salary for working 25 hours per week.
 - ii) For Employees who have worked for the Employer for 52 weeks or less at the end of the calendar year, the gross annual salary will be calculated based on the average number of regular hours worked and paid during the preceding calendar year, and the difference between the required 52 weeks and the number of weeks since becoming a part-time Employee is deemed as having been paid on average 32 hours per week as an hourly wage.
 - iii) If a part-time Employee receives benefits during the 52-week reference period, it is understood that the calculation of his average annual salary will be based on the average salary used to determine such benefits.
 - iv) The *ministère de la Sécurité publique* will provide the salary each year for each Insured Person, and this annual salary may not be adjusted during the year.

"Illness" means any health deterioration or bodily disorder certified by a Physician. For the purpose of these Plans, organ donations and related complications are also considered to be Illnesses.

Alcoholism and Drug Addiction

Alcoholism and drug addiction are considered to be Illnesses to the extent that the Participant receives medical Treatment for the purposes of rehabilitation, in accordance with generally recognized standards. Participants who receive Treatment for the purpose of rehabilitation and who continue to suffer from a physical or mental incapacity associated with alcoholism or drug addiction are entitled to disability benefits, provided their condition corresponds to the definition of the term "Total Disability", and provided the Participant continues rehabilitation Treatments if such Treatments are medically recommended.

"Insured Person" means an Employee covered under these Plans.

"Net Salary" or "Earnings" means Gross Salary minus federal and provincial income taxes, as well as employment insurance, Employer's pension plan, Quebec Pension Plan contributions and Québec Parental Insurance Plan, all in accordance with the Participant's real fiscal status.

"Participant" means an Employee who is insured under these Plans.

"Pay Period" means a period of fourteen (14) days.

"Phased Retirement" means the period of no less than one year and no more than five years immediately prior to full, permanent retirement during which the Employee works part-time in accordance with a prearranged schedule, and in accordance with the working conditions that apply to part-time Employees; during a Phased Retirement, the number of hours worked per week may be fixed or decreasing, but may not, under any circumstances, be less than 14.

"Physician" means a Physician member in good standing of his professional association.

"Plan D" means Income Replacement insurance in the event of extended disability; the plan is governed by the Insurance Committee of the SFPQ and of certain other public sector unions (Group Insurance Contract No. 30000).

"**Plan D₁**" means compulsory supplemental Income Replacement insurance in the event of extended disability governed by the SAPSCQ (Group Insurance Contract No. 30000-1).

"**Plan D₂**" means compulsory insurance governed by the SAPSCQ for the payment of contributions to the *Régime de retraite des agents de la paix en services correctionnels (RRAPSC)* in the event of extended disability (Group Insurance Contract No. 30000-1).

"**Policyholder**": the Policyholder for Plan D is the Insurance Committee of the SFPQ and of certain other public sector unions. The Policyholder for Plans D₁ and D₂ is the *Syndicat des agents de la paix en services correctionnels du Québec (SAPSCQ)*.

"**Pre-Retirement**" means the period immediately prior to full, permanent retirement during which the Employee does not work; during this period, the Employee's sick leave bank is used up based on the number of hours he would normally work as a full-time Employee.

"**Retiree**" means an Employee who retires under the *Régime de retraite des employés du Gouvernement et des organismes publics (RREGOP)*, *Régime de retraite des fonctionnaires (RRF)*, *Régime de retraite des enseignants (RRE)* or the *Régime de retraite des agents de la paix en services correctionnels (RRAPSC)*.

"**Same Total Disability Period**" means successive disability periods during the benefit period under the Employer's Income Replacement Plan, interrupted by:

- a) less than fifteen (15) active days of full-time employment during the first 51 weeks of benefits under the Employer's Income Replacement Plan, unless the subsequent disability is caused by an Illness or injury completely unrelated to the cause of the previous disability;
- b) less than thirty (30) active days of full-time employment from the 52nd week to the 104th week of benefits under the Employer's Income Replacement Plan, unless the subsequent disability is caused by an Illness or injury completely unrelated to the cause of the previous disability;

- c) less than six (6) active months of full-time employment after the 104th week of benefits under the Employer's Income Replacement Plan, unless the subsequent disability is caused by an Illness or injury completely unrelated to the cause of the previous disability.

"Total Disability for Plan D" means you are completely unable to perform the usual duties of your primary occupation as a result of bodily injury or Illness for the first 60 months following the commencement of benefits under the Employer's Income Replacement Plan.

Subsequently, for all Participants, "Total Disability" is the complete inability, as a result of bodily injury or Illness, to engage in any gainful occupation for which you are reasonably qualified by education, training or experience.

It is understood that when medical care is required and is within the purview of specialists, such care must be provided by specialists in the appropriate fields in order for the Total Disability to be recognized as such.

"Total Disability for Plans D₁ and D₂" means you are completely unable to perform the usual duties of your primary occupation as a result of bodily injury or Illness.

It is understood that when medical care is required and is within the purview of specialists, such care must be provided by specialists in the appropriate fields in order for the Total Disability to be recognized as such.

DESCRIPTION OF BENEFITS

COMPULSORY INCOME REPLACEMENT INSURANCE IN THE EVENT OF EXTENDED DISABILITY (PLAN D)

If you should become totally disabled, you are entitled to receive a monthly income benefit provided you remain totally disabled after a certain period of time, in accordance with the **GENERAL PROVISIONS** and the following conditions.

For the purposes of this Plan, Total Disability begins:

- a) the date on which you stop working due to Total Disability in the case of a disability recognized by the Quebec Automobile Insurance Act or the Act respecting industrial accidents and occupational diseases;
- b) the date on which you have used up your accumulated sick leave credits in all other cases.

The Total Disability terminates when you are unable or unwilling to provide satisfactory proof of your Total Disability.

Monthly benefit: 87.5% of your net monthly earnings on the date your sick leave credits are used up. In all cases, your monthly benefit is reduced by any benefits received from the other sources specified in the "**Coordination of Benefits**" section below.

The monthly income percentage specified above includes:

- a) the benefit payable by the Insurer; and
- b) the Employer's net Income Replacement benefit.

If employment ties have been severed within the first 104 weeks of total disability, the Employer's Income Replacement benefit ceases and the participant only receives the income payable by the Insurer.

Commencement of benefits:

- a) for correctional services peace officers other than those with regular part-time status:

once you have used up your sick leave reserve (minimum of 5 working days) and your first year of benefits under your Employer's Income Replacement Plan;

- b) for correctional services peace officers with regular part-time status:

after 7 calendar days have elapsed after you submit a medical certificate to your Employer and at the end of your first year of benefits under your Employer's Income Replacement Plan.

Maximum benefit period: up to age 65.

Indexation of benefit: Cost-of-living adjustment on January 1st of each year following the commencement of benefits, according to the least of the Consumer Price Index and 3%.

Where applicable, benefits for incomplete months of disability are equal to 1/30 of the monthly benefit for each day of disability.

Coverage terminates at the latest when you turn 64.

Coordination of Benefits

The monthly income benefit is reduced by any benefit received from the following sources:

- (a) the *Commission des normes, de l'équité, de la santé et de la sécurité au travail*;
- (b) the Quebec Pension Plan;
- (c) the Canada Pension Plan;
- (d) the *Société de l'assurance-automobile du Québec*;
- (e) any group insurance policy;

- (f) any group pension plan of the public and parapublic sectors and government organizations.

If you are not receiving income from any of these sources, you must provide proof that you are not entitled to benefits from these sources. Note, however, that the Insurer does not require a disabled Insured Person to apply for a retirement pension that would be subject to an actuarial reduction or a reduction based on the age-60 criteria stipulated in the RRAPSC. However, if the Insured Person applies for one nonetheless and receives a pension reduced actuarially or in accordance with the age-60 criteria stipulated in the RRAPSC under the Quebec Pension Plan, the Canada Pension Plan, or a group pension plan for the public and parapublic sectors and government organizations, the pension received will be taken into account by the Insurer when calculating the coordination of benefits.

Subsequent indexations of these benefits do not reduce the benefit amount payable under this Plan.

Rehabilitative Employment

If you are totally disabled, you may be gainfully employed under a rehabilitation program approved by the Insurer. The benefit payable under this Plan is then reduced by 60% of the net income you receive from such employment.

Employment following Reassignment, Downgrading or Reclassification

If you are totally disabled, you may be reassigned, downgraded or reclassified in accordance with the provisions of your Collective Agreement, while continuing to receive the present disability insurance benefits as long as this job continues to constitute a reassignment, downgrade or reclassification. The benefit payable by the Insurer during this period of employment is then reduced by 60% of the net income received from such employment. Furthermore, the benefit payable is adjusted so that the benefit plus the net income from the reassigned, lower rated or reclassified job does not exceed 100% of your Net Earnings when your Total Disability began.

COMPULSORY SUPPLEMENTAL INCOME REPLACEMENT INSURANCE IN THE EVENT OF EXTENDED DISABILITY (PLAN D₁)

After 60 months of disability, if you are no longer disabled in accordance with the definition of Total Disability under Plan D, but you remain disabled in accordance with the definition of Total Disability under Plan D₁, you are entitled to receive a monthly benefit in accordance with the **GENERAL PROVISIONS** and the following conditions.

For the purposes of this Plan, Total Disability begins:

- a) the date on which you stop working due to Total Disability in the case of a disability recognized by the Quebec Automobile Insurance Act or the Act respecting industrial accidents and occupational diseases;
- b) the date on which the benefits payable under the Employer's Income Replacement Plan begin.

The Total Disability terminates when you are unable or unwilling to provide satisfactory proof of your Total Disability.

Coverage terminates at the latest when you turn 60.

Monthly benefit: 35% of your gross monthly earnings that served as the basis for calculating the benefits paid under the Employer's Income Replacement Plan at the end of the 104th week of Total Disability, whether or not these benefits were paid. The benefit is indexed on January 1st of each calendar year following the 104th week, until the commencement of benefit payments under this Plan, according to the least of:

- a) the Consumer Price Index; and
- b) 3%.

In all cases, your monthly benefit is reduced by any benefits received from the other sources specified in the "**Coordination of Benefits**" section below.

Commencement of benefits: 60 months after commencement of benefits under the Employer's Income Replacement Plan.

Maximum benefit period: benefits continue as long as the Total Disability persists, but terminate on the first of the following dates:

- a) the date on which you have received the monthly benefit for 60 months;
- b) the date on which you would have completed 32 years of credited service under the RRAPSC had it not been for your disability;
- c) the date on which you turn 50 and would have completed 30 years of credited service under the RRAPSC had it not been for your disability;
- d) the date on which you turn 60 and would have completed 20 years of credited service under the RRAPSC had it not been for your disability;
- e) the date on which you turn 65;
- f) the date on which the disability ends.

Indexation of benefit: on January 1st of each year following the commencement of benefits, the monthly benefit amount is indexed according to the least of the following percentages:

- a) the percentage provided for under the indexation modalities pertaining to the RRQ's payable retirement benefits on January 1,
- b) 3%.
- c) the percentage of increase of the income scale applicable on the year prior to the relevant January 1.

The benefit may be reviewed when the percentage of increase of the income scale is applied retroactively.

Where applicable, benefits for incomplete months of disability are equal to 1/30 of the monthly benefit for each day of disability.

Coordination of Benefits

The monthly benefit is reduced by any initial benefit received from the following sources:

- (a) the *Commission des normes, de l'équité, de la santé et de la sécurité au travail*;
- (b) the Quebec Pension Plan;
- (c) the Canada Pension Plan;
- (d) the *Société de l'assurance-automobile du Québec*;
- (e) any group insurance policy;
- (f) any group pension plan of the public and parapublic sectors and government organizations.

If you are not receiving income from any of these sources, you must provide proof that you are not entitled to benefits from these sources. Note, however, that, without restraining the application of paragraph c) under the "Maximum benefit period" section above, the Insurer does not require a disabled Insured Person to apply for a retirement pension that would be subject to an actuarial reduction or a reduction based on the age-60 criteria stipulated in the RRAPSC. However, if the Insured Person applies for one nonetheless and receives a pension reduced actuarially or in accordance with the age-60 criteria stipulated in the RRAPSC under the Quebec Pension Plan, the Canada Pension Plan, or a group pension plan for the public and parapublic sectors and government organizations, the pension received will be taken into account by the Insurer when calculating the coordination of benefits.

Subsequent indexations of these benefits do not reduce the benefit amount payable under this Plan.

Rehabilitative Employment

If you are totally disabled and are gainfully employed, be it under a rehabilitation program approved by the Insurer or not, the benefit payable under this Plan is then reduced by 50% of the net income you receive from such employment.

Employment following Reassignment, Downgrading or Reclassification

If you are totally disabled, you may be reassigned, downgraded or reclassified in accordance with the provisions of your Collective Agreement, while continuing to receive the present disability insurance benefits as long as this job continues to constitute a reassignment, downgrade or reclassification. The benefit payable by the Insurer during this period of employment is then reduced by 50% of the net income received from such employment. Furthermore, the benefit payable is adjusted so that the benefit plus the net income from the reassigned, lower rated or reclassified job, does not exceed 100% of your Net Earnings when your Total Disability began.

Illustration of how Income Replacement insurance (Plans D and D₁) is applied in the case of a person who holds a regular permanent position and whose Total Disability persists, as defined in the contract.

<p><u>P1</u></p>	<p>Sick leave</p>	<p>Commencement of disability. Period during which accumulated sick leave is used (minimum of 5 working days) or 7 calendar days for correctional services peace officers with regular part-time status.</p>
<p><u>P2</u></p>	<p>12 months</p>	<p>Commencement of benefits payable by the Employer and beginning of the calculation of the 60-month period used in the definition of Total Disability. Duration: 12 months.</p>
<p><u>P3</u></p>	<p>12 months</p>	<p>Beginning of the second year of benefits payable by the Employer and commencement of benefits payable by the Insurer under Plan D (total benefits paid by the Employer, by the Insurer and benefits from other sources listed in the “COORDINATION OF BENEFITS” section equal 87.5% of the Employee's Net Earnings at the end of period P1). Duration: 12 months.</p>
<p><u>P4</u></p>	<p>36 months</p>	<p>Termination of benefits paid by the Employer and commencement of total benefit payment by the Insurer under Plan D (total benefits paid by the Employer, by the Insurer and benefits from other sources listed in the “COORDINATION OF BENEFITS” section equal 87.5% of the Employee's Net Earnings at the end of period P1). Duration: for the first 36 months of period P4, in accordance with the definition of Total Disability under Plan D.</p>

	<p>After the first 36 months of period P4 (after 60 months from the commencement of Total Disability), benefits are payable by the Insurer under Plans D or D₁, as per the applicable definition of Total Disability (see the DEFINITIONS section).</p>
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Duration: as long as the Total Disability persists, but not beyond age 65.

COMPULSORY INSURANCE FOR THE PAYMENT OF CONTRIBUTIONS TO THE *RÉGIME DE RETRAITE DES AGENTS DE LA PAIX EN SERVICES CORRECTIONNELS (RRAPSC)* IN THE EVENT OF EXTENDED DISABILITY (PLAN D₂)

After 36 months of disability, if you are disabled in accordance with the definition of Total Disability under Plan D₂, the Insurer pays *Retraite Québec* the employer contribution as well as the monthly employee contribution that you normally make to the pension plan and for which you were exempted during the first 36 months of disability. These payments are made in accordance with the **GENERAL PROVISIONS** and the following conditions.

For the purposes of this Plan, Total Disability begins:

- a) the date on which you stop working due to Total Disability in the case of a disability recognized by the Quebec Automobile Insurance Act or the Act respecting industrial accidents and occupational diseases;
- b) the date on which the benefits payable under the Employer's Income Replacement Plan begin.

The Total Disability terminates when you are unable or unwilling to provide satisfactory proof of your Total Disability.

Insurable earnings: For the purposes of this plan, insurable earnings are earnings determined at the end of the 104th week of disability (or earnings that were used to calculate the Income Replacement benefits for the Employer's Plan) adjusted, on January 1st of each calendar year that follows by more than 6 months the 104th week of disability, by the lowest of the following percentages:

- a) the percentage provided for under the indexation modalities pertaining to the RRQ's payable retirement benefits on January 1,
- b) 3%,
- c) the percentage of increase of the income scale applicable on the year prior to the relevant January 1.

The insurable earnings may be revised when the percentage salary scale increase is calculated retroactively.

Also, the Insurer will have to declare the insurable earnings for the 3rd year of disability to *Retraite Québec* even if the Insurer does not have to make contributions to the RRAPSC.

Commencement of payments: 36 months after commencement of Income Replacement benefits from your Employer's Plan, which corresponds to the date as of which you cease to be exempted from your contribution payments to the pension plan (RRAPSC).

Maximum payment period: contribution payments to *Retraite Québec* continue as long as the Total Disability persists, but terminate on the first of the following dates:

- a) the date on which you would have completed 32 years of credited service under the RRAPSC had it not been for your disability;
- b) the date on which you turn 50 and would have completed 30 years of credited service under the RRAPSC had it not been for your disability;
- c) the date on which you turn 60 and would have completed 20 years of credited service under the RRAPSC had it not been for your disability;
- d) the date on which you turn 65;
- e) the date on which you retire;
- f) the date on which the disability ends.

Moreover, if you are no longer disabled in accordance with the definition of Total Disability under Plan D but you are disabled in accordance with the definition of Total Disability under Plan D₂, contribution payments to *Retraite Québec* terminate on the date on which the Insurer have paid contributions to *Retraite Québec* during 84 months.

If a Participant in the RRAPSC who receives Income Replacement benefits under Plan D or D₁, and who meets the eligibility requirements for Employees suffering from an end-stage disease under the provisions of the RRAPSC, requests reimbursement of his contributions accrued with interest or the current value of his pension plan, the Insurer stops paying the Participant's contributions to the RRAPSC as of the date *Retraite Québec* receives the Participant's request for reimbursement.

Coverage terminates at the latest when you turn 62.

EXCLUSIONS APPLICABLE TO PLANS D, D₁ AND D₂

No benefit is payable:

- (a) for total disabilities resulting from war or participation in an insurrection or a riot, unless you are performing your duties at the time of such participation;
- (b) for total disabilities resulting from your participation in a crime or any criminal offence;
- (c) for total disabilities occurring during active service in the armed forces;
- (d) for total disabilities occurring during any work stoppage due to a strike, lock-out or lay-off, subject to contract provisions;
- (e) if you are not under the care of a Physician.

GENERAL PROVISIONS

ELIGIBILITY

Plan D

You are eligible for insurance on the effective date of the contract or on one of the following dates that applies to your situation if it is after the effective date of the contract:

- (a) if you are a regular Employee whose normal work week is 75% or more of the full-time schedule: the date on which you have completed one month of continuous service;
- (b) if you are a regular Employee whose normal work week is 25% or more of the full-time schedule but less than 75% of the full-time schedule: the date on which you have completed 3 months of continuous service.
- (c) if you are a correctional services peace officer with regular part-time status: the date on which you have completed 240 hours of continuous service;
- (d) the date on which you fit the Employee definition further to an inclusion made under the Quebec Labour Code, section 1, subsection 1, paragraph 3, provided you were insured under a plan offering similar benefits immediately before that date.

Any person receiving compensation related to their work status, which, on the effective date of the contract, is equal to 11.12% of their salary, is not eligible for insurance.

Plans D₁ and D₂

To be eligible for Plans D₁ and D₂, you must first be insured under Plan D of Group Insurance Contract No. 30000. Also, you must be a SAPSCQ contributor or excluded under the Policyholder's Collective Agreement.

Correctional services peace officers in an interim management position keep their coverage under Plans D, D₁ and D₂, as well as the other plans in effect under Group Insurance Contract No. 30000 for the duration of their interim position.

APPLICATION FOR INSURANCE

Participation in Plans D, D₁ and D₂ is compulsory unless you have 25 years or more of credited service under the RRAPSC or you have reached age 60. In these cases, you may waive coverage as described below.

Waiver under Plans D, D₁ and D₂

In addition to the termination rules stipulated in the **TERMINATION OF INSURANCE** section of this booklet, you may decline coverage or terminate your participation in Plans D, D₁ or D₂ if you have 25 years or more of credited service under the RRAPSC or you have reached age 60.

Note that waiver of coverage under Plan D results in termination of Plans D₁ and D₂. If you wish to waive coverage, you must send to the Insurer, via your Employer, the duly completed WAIVER OF COMPULSORY INCOME REPLACEMENT INSURANCE UNDER EXTENDED DISABILITY PLANS form. This form is available from your Employer.

IMPORTANT

If you waive coverage under Plans D, D₁ or D₂, you will no longer be eligible for this coverage, even if you provide evidence of insurability.

EFFECTIVE DATE OF COVERAGE

- 1) If you were not enrolled in Plan D before Plans D₁ and D₂ came into effect, your coverage under Plans D, D₁ and D₂ becomes effective the date on which Plans D₁ and D₂ came into effect.
- 2) If you were enrolled in Plan D when Plans D₁ and D₂ came into effect, your coverage under Plans D₁ and D₂ becomes effective the date on which Plans D₁ and D₂ came into effect.
- 3) If you are a newly eligible Employee, your coverage under Plans D, D₁ and D₂ comes into effect the date on which you became eligible.
- 4) If you are not at work on the day your insurance is to take effect, coverage begins on the day on which, in addition to meeting the eligibility requirements, you return to work and perform all of your duties.

CHANGES IN COVERAGE

All changes to benefits, including any reduction resulting from a salary change, become effective on the date of the change if you are at work or were at work on the last scheduled work day; otherwise, the change becomes effective the date on which you return to work.

The salaries stipulated in the Policyholder's Collective Agreement may not be increased after the 104th week of Total Disability, except with respect to the indexations provided under these Plans.

WAIVER OF PREMIUM

When you become totally disabled, all your benefits, as well as those of your Spouse and Dependent Children, remain in force without payment of premiums as of the beginning of the Pay Period following the date your accumulated sick leave days are used up or 5 days if you do not have any accumulated sick leave reserve—and for as long as your Total Disability persists. However, if you are entitled to Total Disability benefits under the Quebec Automobile Insurance Act or the Act respecting industrial accidents and occupational diseases, premiums are waived as of the date on which you cease working as a result of your Total Disability.

Total Disability ends on the earlier of the following dates:

- (a) the date on which you are unable or unwilling to provide the Insurer with satisfactory proof of your Total Disability;
- (b) the date on which you turn 65.

LEAVE WITHOUT PAY

"Leave without pay" means a strike, lock-out, authorized unpaid leave, deferred-pay leave of absence, temporary lay-off, suspension or dismissal that is contested through the grievance procedure.

- 1) For all types of leave without pay (except for what is stipulated in Paragraph 3), you must continue your coverage during the leave. In such a case, you must pay the required premiums within the required time limit, and any disability beginning during the leave will be deemed to have begun on the scheduled return to work date. However, it is understood that, in the case of an unpaid leave, coverage will remain in force for a maximum of 36 months.
- 2) In the case of a suspension, you must keep Plans D, D₁ and D₂ in force.
- 3) In the case of a dismissal that is contested through the grievance procedure, you may not keep Plans D, D₁ and D₂ in force.

Nevertheless, if the decision is in your favour, Plan D, as well as Plans D₁ and D₂, are reinstated retroactively to the effective date of the dismissal, for both coverage and payment of premiums.

- 4) Any Total Disability beginning during a strike or lock-out will be deemed to have begun on the return to work date following the end of the strike or lock-out.
- 5) For the purposes of Plans D, D₁ and D₂, the short time work provisions for eligible persons are as follows:

- (a) if you avail yourself of the Phased Retirement provisions, your coverage remains in effect even during the leaves; all premiums and benefits, if applicable, are then payable based on the salary earned in accordance with the time worked;
 - (b) if you avail yourself of the Gradual Pre-Retirement provisions, your coverage remains in effect even during the leaves; the premiums are payable based on the full salary as though there were no leave or short time; however, benefits are payable based on the salary earned in accordance with the time worked; furthermore, benefits are payable after all sick leave credits not provided for in the Gradual Pre-Retirement program have been used up, as well as the first year of benefits under the Employer's Income Replacement Plan;
 - (c) if you avail yourself of the other short time work provisions in the Collective Agreement, or if you are taking part in a deferred-pay leave plan, your group insurance plans remain in effect even during the leave; all premiums and benefits, if applicable, are then payable based on the full salary as though there were no leave or short time.
- 6) In the case of a maternity, parental or family related leave, Plans D, D₁ and D₂ in force at the beginning of the maternity leave continue and the premiums must be paid accordingly. If the Employee extends the leave beyond 20 weeks with a leave without pay, the provisions of this section for this type of leave will then apply.
- 7) In all cases, if you did not continue your coverage during a leave without pay, your coverage will be reinstated on the scheduled return to work date, such as it was before the leave.

TERMINATION OF INSURANCE

Subject to the provisions of the waiver of premium benefit, Plans D, D₁ and D₂ terminate at midnight on the first of the dates indicated in the table below:

Plans	Termination of Insurance	Note
D, D₁, D₂	The date on which the contract terminates	
D, D₁, D₂	The due date of any premium that remains unpaid for the Employee concerned	
D, D₁, D₂	The last day of the Pay Period during which you cease working for the Employer	For the sole purpose of Plan D, the transfer of an Employee from one ministry or government body to another is not considered to be a termination of employment.
D, D₁, D₂	The last day of the Pay Period following your retirement	
D, D₁, D₂	The first day of the first Pay Period following the date of receipt by the Employer of the <i>Waiver</i> form on which you ask to stop participating in the plan	Provided the insurer is notified no later than the date on which the insurance is scheduled to terminate
D	The date on which you turn 64	
D₁	The date on which you turn 60	
D₂	The date on which you turn 62	

GENERAL LIMITATIONS

Should an amendment in the content or scope of coverage available under government insurance plans affect the scope of coverage under the Plans described in this document, Plan provisions will continue to apply as if coverage under the government plans had not been amended, until the parties agree to adjust the premium rates in effect under the Plans accordingly.

CLAIMS

The settlement of claims is based on the analysis of the information provided on the claim forms. Accurate information ensures the prompt settlement of a claim. Claim forms are available from your Employer.

The Insurer is not liable for claims submitted more than 12 months after the date of the event giving rise to the claim.

All payments stipulated under these group insurance plans are made in Canadian currency.

Disability Claims

Written notice must be sent to the Insurer within 30 days of the event giving rise to the claim.

Proof of claim must be provided within 90 days of the date of the event.

Send your duly completed claims to:

**DESJARDINS FINANCIAL SECURITY
LIFE ASSURANCE COMPANY**
200 avenue des Commandeurs
Lévis, Quebec
G6V 6R2

Our commitment to you

We will always be here to answer your questions. You can rely on our knowledgeable team to deliver outstanding service and process your claims efficiently. We are here to help you stay healthy and to give you advice and financial support when you need them most.

[desjardinslifeinsurance.com](https://www.desjardinslifeinsurance.com)



Desjardins Insurance refers to Desjardins
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200, rue des Commandeurs
Lévis (QC) G6V 6R2 / 1-866-647-5013