

*Your  
Benefits*



MacLure Cabs (1984) Ltd.

4546





<b>Group Name and Policy Number</b>
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**MacLure Cabs (1984) Ltd.**

**All Employees**

**Policy Number 4546**

**Reissue Date: November 1, 2022**

## Introduction

This booklet contains information about your Group Benefits. Please keep it in a safe place. It is intended to summarize the principal features of your plan. All rights to benefits are governed by the Group Policy.

**The Group Policy contains a provision removing or restricting the right of the Member to designate persons to whom or for whose benefit insurance money is to be payable.**

**The Group Contract does not permit a Member or Dependent to designate a personal representative or a beneficiary to receive benefits.**

Defined terms are capitalized (e.g. Member). Blue Cross Life Insurance Company of Canada (Blue Cross Life) is referred to as “we”, “us”, or “our” in this booklet. We will refer to you, the employee/Member, as “you” or “your” in this booklet.

Pacific Blue Cross, the registered trade-name of PBC Health Benefits Society, is an independent licensee of the Canadian Association of Blue Cross Plans.

Coverage is provided through:

**Blue Cross Life**

Short Term Disability (STD)

Please refer to the Table of Contents to help you locate the appropriate section in this booklet. If you require additional information, please contact your Plan Administrator.

## **Privacy Policy**

We have a Privacy Policy which governs our collection, use, and disclosure of personal information (including personal health information) about individuals who are Members or Dependents. The Privacy Policy requires us to keep such personal information confidential, but does permit use and disclosure of personal information in limited circumstances consistent with the proper administration of group benefit and insurance coverage plans.

A copy of our current Privacy Policy can be obtained from us on request and is also available on our website: [www.pac.bluecross.ca](http://www.pac.bluecross.ca). By participating in the group benefit and insurance plans, and submitting claims under those plans, you are consenting to the collection, use, and disclosure of your personal information pursuant to the terms of our Privacy Policy.

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## Schedule of Benefits

The Schedule of Benefits contains a brief summary of your benefits. Please refer to the appropriate page in this booklet for a more detailed benefit description.

### Short Term Disability (STD)

<i>Weekly Benefit Amount</i>	70% of the weekly basic earnings rounded to the next higher \$1, if not already a multiple of \$1, to the current Employment Insurance (EI) maximum.			
<i>Elimination Period</i>	<b>Injury</b>	<b>Hospital</b>	<b>Sickness</b>	<b>Day Surgery</b>
	0 days	3 days	3 days	3 days
<i>Maximum Benefit Period</i>	52 weeks			
<i>Termination</i>	Insurance terminates when employment terminates.			



## General Information

### Definitions

#### **Coverage effective date**

means the date coverage becomes effective based on

- 1) your date of hire, and
- 2) the average number of hours you work each week or each year, and,
- 3) the waiting period selected by your employer, and
- 4) the Enrolment grace period.

#### **Enrolment grace period**

means within 31 days from the coverage effective date.

#### **Member**

means an employee or other person who has coverage under the Contract.

### Member Information/Access to Records

- 1) Each Member who becomes insured under the Group Contract/Policy must receive an ID card if covered for Extended Health Care and/or Dental Care, and for all benefits a booklet outlining the benefits, the circumstances under which the insurance terminates, and the rights of the Member upon termination of the insurance. We will not be liable or responsible for errors or omissions, which occur when; our booklet is altered in any way. A booklet issued to or held by a Member who, for any reason, is not entitled to insurance under the Group Contract/Policy, is not valid.

- 2) Only the Member and Dependent(s) are entitled to the benefits of this Contract/Policy. A Member's coverage may be suspended immediately, without notice, if that Member or a Member's Dependent assists an ineligible person to obtain, or attempt to obtain, benefits to which they are not entitled. The persons involved must repay any amounts obtained in this manner to us. Any other fraudulent action by a Member or Dependent to obtain or attempt to obtain benefits will have similar consequences.
- 3) Use of an ID card by a person who is not entitled to coverage may result in prosecution of that person.
- 4) The terms of the Group Contract/Policy govern if they conflict with the information in a booklet.
- 5) Upon request, and at no charge to the Member, we will provide the Member with 1 copy of:
  - a) the Member's application for coverage
  - b) the current Contract/Policy
  - c) any written statement or other record provided to us as evidence of insurability of the Member.
- 6) A Member's access to the documents identified in clause 5 extends only to relevant information about a claim under the Group Contract/Policy or denial of such a claim.
- 7) A Member's access to the documents identified in clause 5 is subject to the *Personal Information Protection Act* and to the *Insurance Act* and their Regulations.

## **Effective Date of Coverage and Enrolment**

If you are eligible for coverage, you must complete an application card within the Enrolment grace period to ensure that your coverage starts on the correct effective date.

Limitations:

- 1) If you are not actively at work on your coverage effective date, your coverage effective date will be delayed until you return to active full-time employment.
- 2) If we do not receive your application card within the required time limits, please refer to the Late Applicant section.

Provided you and your Plan Administrator have complied with our enrolment rules, your coverage effective date is shown on our website at [www.pac.bluecross.ca/member](http://www.pac.bluecross.ca/member) or from your Plan Administrator.

Should you require additional information about when your coverage starts, please contact your Plan Administrator.

## Late Applicants

If you did not apply during the Enrolment grace period but request coverage later, ask your Plan Administrator to explain the requirements for late enrolment in your Group Plan. Note: Different benefits may have different requirements – evidence of insurability or retroactive premium payment. In some instances, coverage may be denied.

## Beneficiary

This plan does not permit you or your Dependents to designate a personal representative or a beneficiary to receive benefits. Any Benefit amount owing will be paid to your estate or to you for a deceased Dependent.

## Claims

- 1) All claims must be submitted to us in English.
- 2) We pay eligible claims when we receive all the required information within the required **time limits**. We encourage you to become familiar with the time periods allowed for claiming benefits. Under the Claims sections, we fully describe the claiming deadlines for each benefit. No payment will be made if we receive your claim after the time limits described in this booklet.
- 3) We may reject your claim if sufficient information is not provided to enable a full assessment of the claim, or if an attempt is made, except through unintentional error, to make an excessive claim, or

if a claim is made for a person who is not entitled, or if any Group Contract/Policy exclusion applies.

- 4) The necessary claim forms are available from your Plan Administrator or on our website at [www.pac.bluecross.ca/member](http://www.pac.bluecross.ca/member)

## General Exclusions

- 1) We will not be liable for any portion of an expense for which you or your Dependent is entitled to reimbursement:
  - a) under any other group or individual benefit plan or insurance policy, or
  - b) due to the legal liability of any other party.
- 2) In no event will benefits be payable for expenses resulting directly or indirectly from, or in any manner or degree associated with, any of the following:
  - a) war, whether declared or undeclared, or any act of war, or participation in a riot, insurrection, or civil commotion
  - b) suicide or any self-inflicted injury, whether intentional or unintentional, sustained while travelling outside the normal province/territory of residence
  - c) active duty in the military forces of any nation or international organization, or in any civilian noncombatant unit which serves with such forces in combat
  - d) a direct or indirect attempt at, or commission of, an indictable offense under the Criminal Code of Canada or similar law of any other country
  - e) false pretences or fraudulent misrepresentation
  - f) any injury, illness, or condition for which care is provided or may be provided or available without cost by public authorities or by a tax-supported agency, including preventive treatment and services available under any Workers' Compensation Act or similar plan.

## **Legal Action**

Every action or proceeding against us for the recovery of benefits payable under the Group Contract/Policy is absolutely barred unless commenced within the time set out in the *Insurance Act*.

## **Termination of Coverage**

Generally, your coverage terminates if you cease to be eligible due to change of class, age limitation, retirement, if you terminate your employment, or of the group plan terminates etc. For further details on termination of coverage, please have your Plan Administrator refer to the Group Policy.

## **Right of Recovery**

You are financially responsible for any claims paid by us on your or your Dependent's behalf after coverage is terminated from your employer's benefit plan. You agree to reimburse us for these payments upon receipt of our invoice.

## **Individual Travel Benefits**

Individual coverage is also available from us. Call 604 419-2000 or 1 877 PAC-BLUE (722-2583) outside the Lower Mainland for information.

## **Member Profile**

Your Pacific Blue Cross Member Profile is an online service that offers convenient and secure access to your benefit information 24 hours a day. Once logged in you will be able to make and track online claims,

get information on benefit coverage and downloadable claim forms. To login, visit: [www.pac.bluecross.ca/member/](http://www.pac.bluecross.ca/member/)

## Short Term Disability

### Definitions

#### **Day surgery**

means admission to a public general Hospital for a surgical procedure where the patient is released from the Hospital the same day. Note: diagnostic procedures do not qualify as a surgical procedure.

#### **Hospitalization**

means admission to a public general Hospital for at least 1 overnight stay as an in-patient.

#### **Recurrent disability**

means a disability that is related to or due to the same cause(s) as a prior disability for which you received benefit payments.

### Benefit

We will pay short term disability (STD) benefits when you are disabled and prevented from working as a result of an accident or sickness for which Workers' Compensation benefits are not payable.

The elimination period is a period of time, when you are continuously disabled, which must be completed before your claim for benefits will be considered. Benefits commence on the day after the elimination period expires or on the first day you were seen and treated by a Physician or chiropractor – whichever is later – and will be paid only during periods of disability when you are under their regular care and

following the treatment prescribed. Certification of disability beyond a 6 week period must be made by a Physician.

The weekly Benefit amount, the elimination period, and the maximum benefit period are shown in the Schedule of Benefits.

## **Recurrent Disability**

A Recurrent disability will be considered part of the prior disability if, after receiving STD benefits, you returned to work on a full-time basis and were able to perform all the essential duties of your occupation for less than 2 weeks. Once you have resumed work on a full-time basis and have been at work for 2 consecutive weeks, any subsequent injury or sickness will be considered a new disability.

## **Graduated Return to Work**

If you return to work on a gradual rehabilitative basis you will have your benefit reduced by 50% of any income earned from the rehabilitative employment. The combined total of your benefit plus the rehabilitative income will not exceed 100% of your earnings prior to the date your disability started.

Benefits will continue for a maximum of 1 period of disability as outlined under *Recurrent Disability*, whether due to 1 or more illnesses.

In consultation with you, your employer, and with your Physician's agreement, we will determine your eligibility for this program and its duration.

## **Extended Benefit**

If you are disabled when this insurance terminates, your STD benefits will continue as though your insurance had not terminated, up to the maximum benefit period, provided you remain disabled.



## **Coordination with other Income Sources**

Your STD payment will be coordinated with benefits received from other sources so that the total benefits received, for the same disability, will not exceed your normal take home pay on the date you became disabled.

## **Third Party Liability**

Benefits will be paid for disabilities due to an accident in which a third party is liable. However, you must reimburse us when you receive payment from the third party.

## **Are Benefits Taxable?**

Benefits are taxable if your employer contributes to the cost of your STD Plan. Benefits are nontaxable if you pay the entire cost.

## **Termination of Benefit**

Your benefit payments will cease on the earliest date 1 or more of the following occurs:

- 1) you are no longer receiving continuing medical care and treatment from your Physician
- 2) you fail to submit satisfactory proof of continuing disability as required by us
- 3) you refuse a medical examination by a Physician chosen by us
- 4) you are no longer following the treatment recommended for your disability
- 5) you are not entitled to benefits payable by the Employment Insurance Sickness benefit because you are not in Canada
- 6) you are no longer disabled
- 7) you perform any work for compensation or profit
- 8) the end of the maximum benefit period indicated in the Schedule of Benefits

- 9) you retire
- 10) you die.

## Exclusions

Benefits are not payable for any period of disability:

- 1) arising from any of the following:
  - a) an injury or sickness sustained while operating any form of transportation, including but not limited to an automobile, truck, motorcycle, moped, bicycle, snowmobile or boat, with a blood alcohol level which exceeds the legal limit in the jurisdiction where the injury occurs, or under the influence of other intoxicating or mind-altering substances
  - b) participation in a criminal offense
  - c) civil commotion, insurrection, any act of war (whether declared or not) or hostilities between nations, or service in the armed forces of any nation
  - d) a pregnancy related sickness
    - i) during any period of formal maternity leave and/or parental leave
    - ii) during any period in which Employment Insurance (EI) benefits are being paid
  - e) substance abuse, including alcoholism or drug addiction, unless you are receiving continuing treatment for substance abuse from your Physician
  - f) medical or surgical care which is cosmetic, unless such care is rendered as a result of injury or sickness
- 2) that commenced prior to the date you were otherwise eligible for benefits or during a period when you were not eligible for benefits for any reason, unless we agree in writing
- 3) while you are
  - a) in a jail or penitentiary
  - b) on leave of absence or paid vacation
  - c) receiving benefits for the same or related disability from WCB or similar legislation
- 4) if you become disabled during a strike or lockout at your place of employment; however, your right to benefits will be reinstated when the strike or lockout ends.

## Claims

- 1) Obtain a claim form from your Plan Administrator, as soon as possible after you become disabled.
- 2) Complete the employee's statement and sign the form on both sides.
- 3) Return the form to your Plan Administrator for completion of the employer's portion.
- 4) Have your Physician complete and sign the medical portions of the form.
- 5) We must receive satisfactory proof of claim within **30 days** following the end of the Elimination period. Failure to submit a claim within the 30 day limit will not invalidate the claim if special circumstances prevail.
- 6) We may request supplementary reports to update the medical information on file. Any cost for completion of medical reports will be your responsibility.
- 7) Incomplete claim forms will cause a delay in the payment of your benefits.

**Notes**





Local **604 419-2000**  
Toll-free **1 877 PAC-BLUE**  
Website **pac.bluecross.ca**

Mailing Address  
**PO Box 7000**  
**Vancouver, BC V6B 4E1**

Street Address  
**4250 Canada Way**  
**Burnaby, BC V5G 4W6**

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[pac.bluecross.ca/fasteasyclaims](https://pac.bluecross.ca/fasteasyclaims)

