

CRITICAL ILLNESS COVERAGE

If you suffer any of the Critical Illnesses covered by the policy, you will receive the Benefit Amount shown below in a lump sum payment. Under some circumstances, if you return to active work and later suffer another Critical Illness, you may qualify for a second benefit payment equal to your first payment.

If you qualify for a Critical Illness benefit payment, you can use it any way you wish - for example, to help cover extra costs associated with your illness, or to help make up for lost income.

All benefit payments are subject to the terms and conditions of the policy, which are summarized in this brochure.

ELIGIBILITY

All active members and their eligible spouses of Local 183 Members Benefit Fund who are under 70 years of age and who meet the eligibility requirements.

BENEFIT AMOUNT

Member: \$25,000.00

Spouse: \$5,000.00

The amount payable for a Critical Illness will be reduced by 50% if you are age 65 or older on the date the benefit becomes payable.

A Second Event Benefit may be payable equal to the Benefit Amount, subject to certain conditions as described under Second Event Benefit.

BENEFIT PAYMENT CONDITIONS

Payment of benefits upon the first diagnosis of the Critical Illnesses listed above is subject to the following:

- survival for at least 30 days after diagnosis of a covered Critical Illness;
- the diagnosis is made within Canada;
- the diagnosis is made while your coverage is in effect under the policy;
- payment is not precluded by any general or specific exclusion or limitation set forth in the policy or any failure to meet any condition precedent set out below; and
- once 100% of the maximum Benefit Amount has been paid, coverage terminates and no further benefits are payable, except as described under Second Event Benefit.

CRITICAL ILLNESS DEFINITIONS

- **Alzheimer's Disease** - a progressive degeneration of the brain as diagnosed by a certified neurologist or psychiatrist. The diagnosis must be supported by medical evidence of progressive deterioration of memory and the ability to reason and perceive, to understand, and to express and give effect to ideas. The deterioration must be severe enough to render you incapable of independent living to the extent that you require a minimum of 8 hours of daily supervision. No other dementing organic brain disorders or psychiatric illnesses are included.

- **Aortic Surgery** - is the undergoing of surgery for disease of the aorta requiring excision and surgical replacement of any part of the diseased aorta with a graft. Aorta means the thoracic and abdominal aorta but not its branches. The surgery must be determined to be medically necessary by a Physician.

Exclusion: No benefit will be payable under this condition for angioplasty, intra-arterial procedures, percutaneous trans-catheter procedures or non-surgical procedures.

- **Aplastic Anemia** - means as a definite diagnosis of a chronic persistent bone marrow failure, confirmed by a biopsy, which results in anemia, neutropenia and thrombocytopenia requiring blood product transfusion and treatment with at least one of the following:

Marrow stimulating agents;
Immunosuppressive agents;
Bone marrow transplantation.

The diagnosis of Aplastic Anemia must be made by a Physician.

- **Benign Brain Tumour** - a benign neoplasm within the substance of the brain or the meninges (the membrane enclosing the brain). The following conditions are deemed not to be Benign Brain Tumour:

- Cysts, granulomas, malformations of the intracranial arteries and veins; or
- Tumours or lesions of the pituitary.

A diagnosis of Benign Brain Tumour must be made by a physician. Interpretation: Benign Brain Tumours are typically more harmful than benign tumours in other parts of the body. This is because any abnormal growth in the brain can place pressure on sensitive tissue causing impaired functions and neurological deficits. Benign tumours within the substance of the brain or the meninges are covered.

Other problems within or near the brain, such as cysts, granulomas, malformations of the intracranial arteries and veins, and tumours or lesions of the pituitary are not covered.

- **Coma** - The diagnosis of a coma must indicate that permanent neurological deficit is present.

- **Coronary Artery Bypass Graft** - The diagnosis of the condition that necessitates a coronary artery bypass graft must be made by a cardiologist and based on angiographic evidence of the underlying disease.

- **Heart Attack** - The diagnosis of heart attack must be based on an event which contains all of the following criteria: 1) associated new electrocardiographic (EKG) changes which support the diagnosis; 2) concurrent diagnostic elevation of cardiac enzymes above normal levels; and 3) confirmatory imaging studies such as thallium scans, MUGA scans, or stress echocardiograms.

- **Heart Valve Replacement** - replacing any heart valve with either a natural or mechanical valve. The surgery must be recommended and performed by a physician in Canada. To qualify, you must survive for 30 days following the date of the surgery.

- **Kidney (Renal) Failure** - The diagnosis of end stage renal disease must be based on chronic irreversible failure of the function of both kidneys requiring regular hemodialysis or necessitating kidney transplant.

- **Life-Threatening Cancer** - characterized by the presence of a malignant tumour and by the uncontrolled growth and spread of malignant cells and the invasion of tissue. The condition must be first manifested while your insurance under this policy is in effect. Life-threatening Cancer includes leukemia, Hodgkin's disease, lymphoma and invasive malignant melanoma as well as Cancers for which chemotherapy or radiation treatments have been recommended.

Life-Threatening Cancer does not include the following forms of Cancer:

- 1) malignant melanoma to a depth of 0.75 mm or less;
- 2) carcinoma in situ;
- 3) basal cell carcinoma and squamous cell carcinoma of the skin that have not metastasized;
- 4) early prostate Cancer diagnosed as T1a or T1b; and any tumour in the presence of any Human Immunodeficiency Virus (HIV);
- 5) pre-malignant lesions, benign tumours or polyps;
- 6) stage A colon Cancer;
- 7) stage 1 Hodgkin's disease (unless requiring chemotherapy and/or radiation treatments).

Cancer-related Definitions

Basal cell carcinoma - a skin Cancer that arises in the basal cells, which are at the bottom of the epidermis (outer layer of skin).

Carcinoma in situ - the Cancer is superficial and has not penetrated into the organ involved.

Malignant melanoma to a depth of 0.75 mm or less - a Cancerous mole which is 0.75 mm or less when measured under a microscope.

Metastasized - spread of the Cancer from one part of the body to another.

Squamous cell carcinoma - a skin Cancer that arises from the upper part of the epidermis (outer layer of skin).

- **Partial Payment for Non-Life-Threatening Cancer** - 25% of the Benefit Amount for the following conditions:

- 1) Malignant melanoma to a depth of 0.75 mm or less, excluding malignant melanoma in situ;

- 2) Basal or squamous cell carcinoma that has spread beyond the deepest layer of skin and has not metastasized;

- 3) Stage A Colon Cancer;

- 4) Carcinoma in situ;

- 5) Early prostate Cancer diagnosed as T1a or T1b; or

- 6) Any tumour in the presence of any Human Immunodeficiency (HIV).

Must be positively diagnosed by a physician and supported with a pathological report.

Upon payment of the partial payment for Non-Life-Threatening Cancer, your insurance remains in effect with the Benefit Amount reduced by the amount of the partial payment. Only one claim per condition is permitted for Non-Life-Threatening Cancer.

- **Loss of Independent Existence** - is defined as a definite diagnosis of the total inability to perform, by oneself, at least 2 of the following 6 Activities of Daily Living for a continuous period of at least 90 days with no reasonable chance of recovery. The diagnosis of Loss of Independent Existence must be made by a Physician.

Activities of Daily Living are:

- 1) **bathing** - the ability to wash oneself in a bathtub, shower or by sponge bath, with or without the aid of assistive devices;
- 2) **dressng** - the ability to put on and remove necessary clothing, braces, artificial limbs or other surgical appliances with or without the aid of assistive devices;
- 3) **toileting** - the ability to get on and off the toilet and maintain personal hygiene with or without the aid of assistive devices;
- 4) **bladder and bowel continence** - the ability to manage bowel and bladder function with or without protective undergarments or surgical appliances so that a reasonable level of hygiene is maintained;
- 5) **transferring** - the ability to move in and out of a bed, chair or wheelchair, with or without the aid of assistive devices; and
- 6) **feeding** - the ability to consume food or drink that already has been prepared and made available, with or without the use of assistive devices.

- **Loss of Sight, Speech, or Hearing** - The diagnosis of loss of sight, speech or hearing must be made by a licensed specialist in that field of medicine. The diagnosis of loss of sight must indicate that corrected visual acuity must be worse than 20/200 in both eyes or the field of vision must be less than 20 degrees in both eyes. The diagnosis of loss of speech must be established for a continuous period of 12 months. Psychiatric related causes are not covered. The diagnosis of loss of hearing must include audiometric and sound threshold tests, and the auditory threshold must be more than 90 decibels.

- **Major Organ Transplant** - means being the recipient of a transplanted human heart, liver, kidney, pancreas, bone marrow, or lung performed by a Physician who is certified to conduct any such transplant, or enrolled in a recognized organ or bone marrow transplant program in Canada or the United States for one or more of the organs or bone marrow specified in this provision. Pancreatic cell transplants are excluded.

- **Motor Neuron Disease** - a definitive diagnosis of one of the following: amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease), primary lateral sclerosis, progressive spinal muscular atrophy, progressive bulbar palsy, or pseudo bulbar palsy; and limited to these entities. The diagnosis must be made by a physician who is a certified neurologist.

- **Multiple Sclerosis** - The unequivocal written diagnosis by a physician who is certified as a neurologist confirming at least moderate persisting neurological abnormalities, with impairment of function, but not necessarily causing confinement to a wheelchair or bed.
- **Occupational HIV Infection** - is defined as a definite diagnosis of infection with Human Immunodeficiency Virus (HIV) resulting from accidental injury during the course of your normal occupation, which expose you to HIV contaminated body fluids.

The accidental injury leading to the infection must have occurred after the later of the effective date of the policy, or the effective date of last reinstatement of the policy.

Payment under this condition requires satisfaction of all of the following:

- The accidental injury must be reported to the insurer within 14 days of the accidental injury;
- A serum HIV test must be taken within 14 days of the accidental injury and the result must be negative;
- A serum HIV test must be taken between 90 days and 180 days after the accidental injury and the result must be positive;
- All HIV tests must be performed by a duly licensed laboratory in Canada or the United States of America;
- The accidental injury must have been reported, investigated and documented in accordance with current Canadian or United States of America workplace guidelines.

The diagnosis of Occupational HIV Infection must be made by a Physician.

Exclusion: No benefit will be payable under this condition if:

- You have elected not to take any available licensed vaccine offering protection against HIV; or,
- A licensed cure for HIV infection has become available prior to the accidental injury; or,
- HIV infection has occurred as a result of non-accidental injury including, but not limited to, sexual transmission and intravenous (IV) drug use.

- **Paralysis** - The diagnosis of paralysis must include documented evidence of the illness or injury that caused the paralysis.

- **Parkinson's Disease** - primary idiopathic Parkinson's disease which is characterized by a minimum of 2 or more of the following clinical manifestations:

- tremors;
- muscle rigidity; or
- bradykinesia (abnormal slowness of movement, sluggishness of physical and mental responses).

All other types of Parkinsonism are specifically excluded.

In addition, you must require substantial physical assistance from another adult to perform 2 or more of the activities of daily living.

- **Severe Burn** - The diagnosis of severe burn must be a result of suffering a full thickness or third degree burn covering 20% or more of the body.
- **Spouse** - Means a husband or wife by virtue of a valid civil or religious ceremony or a person living with the member for a minimum of 12 consecutive months will be deemed to be the member's spouse if such person is publicly represented as the member's spouse.

- Same-sex spouses are eligible provided that the relationship includes continuous cohabitation and public representation of married status.
- To be eligible, both a common-law spouse and same-sex spouse require 12 months of co-habitation before coverage can be applied for.
- Divorced spouses are not eligible for coverage.

- **Stroke** - The diagnosis must be made by a licensed neurologist and based on documented neurological deficits and confirmatory neuroimaging studies.

SECOND EVENT BENEFIT

If you or your spouse are diagnosed with Cancer for which the Benefit Amount has been paid and you are then actively at work for at least 90 days and are subsequently diagnosed with a Heart Attack, Stroke, Coronary Artery Bypass Graft, Alzheimer's Disease, Coma, Loss of Sight, Speech or Hearing, Motor Neuron Disease, Multiple Sclerosis, Parkinson's Disease, Quadriplegia, Paraplegia, Hemiplegia, Aplastic Anemia, Severe Burn, Aortic Surgery or Occupational HIV Infection, then a Second Event Benefit equal to the Benefit Amount will be payable. The Second Event Benefit is subject to you surviving for 30 days after the diagnosis of the second event.

If you or your spouse are diagnosed with Heart Attack, Stroke, Aortic Surgery or Coronary Artery Bypass Graft for which the Benefit Amount has been paid and you are then actively at work for at least 90 days and are subsequently diagnosed with Cancer, Alzheimer's Disease, Coma, Loss of Sight, Speech or Hearing, Motor Neuron Disease, Multiple Sclerosis, Parkinson's Disease, Quadriplegia, Paraplegia, Hemiplegia, Aplastic Anemia, Severe Burn or Occupational HIV Infection, then a Second Event Benefit equal to the Benefit Amount will be payable. The Second Event Benefit is subject to you surviving for 30 days after the diagnosis of the second event.

The Second Event Benefit is payable only once. Payment of the Second Event Benefit will represent full and final discharge of all claims under the Second Event Benefit.

DIAGNOSTIC REQUIREMENTS

All Critical Illnesses - The insurer reserves the right to have any Critical Illness diagnosis reviewed by a physician of its choosing. In the event of any dispute or disagreement regarding the appropriateness or correctness of the diagnosis, the insurer shall have the right to request an examination of either you or the evidence used in the arriving at your diagnosis by an independent acknowledged expert selected by the insurer in the applicable field of medicine. The opinion of such expert as to such diagnosis shall be binding on both you and the insurer.

CONTINUANCE OF COVERAGE

If you are not actively working your coverage may be extended for a period of time in accordance with the Trust Fund provisions. Please contact your plan administrator.

CLAIMS

Notice of Claim

Written notice of claim must be filed within 30 days after the diagnosis, or as soon thereafter as is reasonably possible.

Claim Forms

Claim forms can be obtained at the

LiUNA Local 183 Trust Administration
1263 Wilson Avenue, Suite 205
Toronto, ON, M3M 3G2
416-240-7487
T: 1 888 790 3534
W: www.183membersbenefits.ca

Proof of Loss

Written proof of loss must be furnished within 90 days after the date of the diagnosis. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Payment of Claim

Upon receipt of due written proof of loss, benefit payments will be made to you (or on behalf of you, if applicable). If you should die before all payments due have been made, the amount still payable will be paid to your beneficiary.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made to any relative by blood or connection by marriage of the payee who, in the insurer's opinion, has assumed custody and support of the minor or responsibility for the incompetent person's affairs.

EXCLUSIONS AND LIMITATIONS

The policy does not provide benefits caused in whole or in part by, or resulting in whole or in part from, the following:

- 1) suicide or any attempt at suicide, or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury;
- 2) declared or undeclared war, or any act of declared or undeclared war;
- 3) commission of or attempt to commit a felony;
- 4) voluntary participation in any riot or civil insurrection;
- 5) any illness specifically excluded from the definitions of Critical Illness.

This brochure is a summary of benefits only. In the event of a dispute, all terms and conditions of the Master Policy shall prevail.

The Master Policy is on file with
Local 183 Members Benefit Fund.



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Local 183 Members Benefit Fund



Policy Number
CI 9105655

January 2018

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