

2 Group Benefits Schedule

Lifestyle Spending Account

Plan Sponsor: Maritime Resident Doctors

Plan Number: G0117863

Plan Effective Date: July 01, 2019

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Manulife Financial has prepared this document as an outline of the Lifestyle Spending Account (Plan Benefits) provided by Maritime Resident Doctors. Manulife Financial, acting as agent of the Plan Sponsor, agrees to administer the Lifestyle Spending Account in accordance with and subject to the provisions of this document, without assuming the Plan Sponsor's liability.

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Group Benefits Schedule 3

Plan Sponsor: Maritime Resident Doctors

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Class Number(s)

A All Members/Residents of Maritime Resident Doctors

B Maritime Resident Doctors Office Staff

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Lifestyle Spending Account

Classifications Eligible for Plan Benefits

Employees in Plans A and B

Dependents of Employees in Plans A and B are also covered for this Benefit.

Plan Year Start Date

July 1st

Maximum Benefit

The amount reported by the Employer to Manulife Financial

Deductible

Nil

Benefit Percentage (Co-insurance)

100%

Termination Age

as specified in Group Policy Number G0066597

Participation Basis

mandatory

Waiting Period

as specified in Group Policy Number G0066597

Associated Companies

as specified in Group Policy Number G0066597

Actively at Work

at work for the Employer or any Associated Company shown in the Benefit Schedule on a Full-time basis at the Employee's usual place of work.

On weekends or holidays, or when on vacation, an Employee is deemed to be Actively at Work if he was Actively at Work on his last normal working day or on his last scheduled shift.

Administrator

Manulife Financial.

Benefit Percentage (Co-insurance)

the percentage of Covered Expenses which is payable by the Employer.

Change in Life Event

a Change in Life Event occurs when:

- a) an Employee acquires a Dependent;
- b) an Employee has a change in marital status;
- c) any Dependent ceases to qualify as a Dependent; or
- d) any Dependent dies.

Dependent

an Employee's Spouse or Child or any financially dependent relative that is considered a dependent of the Employee for income tax purposes, such as a parent, sibling, grandparent, grandchild, aunt, uncle, niece or nephew.

- Spouse

the Employee's legal Spouse, or the person who has, for at least 12 months, been continuously living with the Employee in a role like that of a marriage partner.

Only one Spouse will be eligible for benefits under this Plan, and will be as indicated by the Employee on his application for benefits under this Plan. Where this information is not contained on the Employee's application, the person who qualifies last under this Plan's definition of Spouse will be the eligible Spouse.

- Child

an Employee's natural or adopted child, or stepchild, who

- a) is unmarried;
- b) is not employed on a full-time basis;
- c) is not eligible for plan benefits as an employee under this or any other group plan; and
- d) is [either] under 22 years of age, or, if a full-time student at an accredited school, college or university, under 25 years of age.

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A child covered under this Plan, who is incapacitated due to a mental or physical disability on the date he reaches the age when he would otherwise cease to be an eligible Dependent, will continue to be an eligible Dependent under this Plan.

A child is considered incapacitated if he is incapable of engaging in any substantially gainful activity and is dependent on the Employee for support, maintenance and care, due to a mental or physical disability.

The Employer may require written proof of the Dependent's condition as often as may reasonably be necessary.

A stepchild must be living with the Employee to be an eligible Dependent.

Employee

a person who:

- a) is directly employed by the Employer on a permanent and Full-time basis;
- b) is compensated for services by the Employer; and
- c) is residing in Canada.

Employer

The Plan Sponsor or any Associated Company shown in the Benefit Schedule for Group Policy Number G0066597.

Full-time basis

as specified in Group Policy Number G0066597.

Plan Year

a 12 months period starting each year on the Plan Year Start Date. If the month in the Plan Effective Date differs from the month in the Plan Year Start Date, then the first Plan Year will be the period between the Plan Effective Date and the Plan Year Start Date of the following year.

Provincial Plan

any plan which provides hospital, medical, or dental benefits established by the government in the province where the covered person lives.

Eligibility for Plan Benefits

Employee

An Employee is eligible for plan benefits under this Plan if he:

- a) is a member of a Classification which is eligible for plan benefits, as set out in the Benefit Schedule; and
- b) is younger than the Termination Age shown in the Benefit Schedule.

Dependent

An Employee's Dependent becomes eligible for plan benefits at the same time that the Employee does. However, the Employee must apply for the Employee coverage in order for the Dependent to be eligible. A person who becomes a Dependent after the Employee becomes covered is eligible on the date that person becomes a Dependent.

Amount of Plan Benefit Coverage

The amount of plan benefit coverage for which a person is eligible under any Benefit will be determined in accordance with the Benefit Schedule.

How to Become Covered

To become covered under this Plan, an eligible Employee must apply in writing on approved forms. Coverage for Dependents must also be applied for on approved forms.

8 Effective Date of Plan Benefits

Effective Date of Plan Benefits

Once an application for Employee or Dependent plan benefits has been completed, coverage becomes effective on the date the Employee or Dependent becomes eligible for this coverage, if the Employee is then Actively at Work.

If the Employee is not Actively at Work when plan benefit coverage would otherwise take effect, this coverage will take effect on the next day on which he is again Actively at Work.

An Employee who is not Actively at Work on the Plan Effective Date may still be eligible for coverage under this Plan if he is covered for benefits under Group Policy Number G0066597.

Termination of Employee Plan Benefits

An Employee's plan benefit coverage terminates on the earliest of:

- a) the date the Employee no longer satisfies the definition of Employee;
- b) the date the Employee ceases to be Actively at Work;
- c) the date the Employer terminates the Employee's coverage;
- d) the date the Employee enters the armed forces of any country on a full-time basis;
- e) the date this Plan terminates or coverage on the classification to which the Employee belongs terminates;
- f) the date the Employee reaches the Termination Age, as shown under each Benefit in the Benefit Schedule; or
- g) the date the Employee dies.

Termination of Employment Exceptions

If an Employee ceases to be Actively at Work, his coverage will normally terminate as specified under the Termination of Employee Plan Benefits provision. However, the Employer will waive this rule and continue plan benefit coverage under the conditions set out in Group Policy Number G0066597. An Employee's plan benefit coverage can only be continued on a basis that does not discriminate against another Employee.

Legislated Benefit Extensions

If legislation mandates that employee benefits continue for a limited period after an Employee's employment terminates, the Employer will extend each plan benefit for the minimum period required by law.

Termination of Dependent Plan Benefits

Plan benefit coverage on an Employee's Dependent terminates on the earliest of:

- a) the date the Employee's plan benefit coverage terminates;
- b) the date the Dependent is no longer eligible for coverage under the provisions of this Plan;
- c) the date written notification is received from the Employee to cease his Dependent coverage because his Dependents are covered under another benefit plan for benefits similar to the ones in this Plan; or
- d) the date a required contribution is due but not paid.

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The Benefit

The Employer will pay the Benefit Percentage of all Covered Expenses incurred for the care of a covered person. The total payment for all Covered Expenses incurred during the Plan Year will not exceed the Maximum Benefit shown in the Benefit Schedule.

Covered Expenses incurred in one Plan Year, which are not payable because the Maximum Benefit was reached, may be carried forward to be paid from the Maximum Benefit for the following Plan Year. However, if the Employee does not use the full amount of the Maximum Benefit by the end of that Plan Year, the unused portion will be forfeited and not available to be used in the following Plan Year.

Covered Expenses

Covered Expenses are expenses which are:

- a) incurred by the person while covered under this Plan;
- b) not covered under a Provincial Plan or any other government-sponsored program; and
- c) not prohibited by law from being covered.

Covered Expenses shall include

- a) the portions of the medical and dental expenses covered under Group Policy Number G0066597 that are not payable due to Deductibles, Benefit Percentages, or Maximums under that policy.
- b) fitness expenses which include, but are not limited to:
 - (i) health club membership/fitness programs/gym memberships/classes (e.g. yoga, Pilates, aerobics, Curves, Good Life, etc.)
 - (ii) fitness equipment (e.g. treadmill, Bowflex, exercise bike, etc.)
 - (iii) personal trainer
 - (iv) fitness/exercise videos, CDs, books, magazines
 - (v) sports registration fees/team fees/passes
 - (vi) sports equipment (e.g. hockey, baseball, bowling etc.)
 - (vii) sports lessons (e.g. golf, skiing etc.)
 - (viii) equipment required to participate in a sporting event
 - (ix) fishing and hunting license and equipment
 - (x) horseback riding fees/lessons/equipment
 - (xi) self-defense courses
 - (xii) dance lessons
 - (xiii) camping (campground fees and equipment/supplies)

- c) day care expenses which include, but are not limited to:
 - (i) child care expenses (private or day care centre)
 - (ii) field trip expenses
 - (iii) nanny
 - (iv) homemaker
 - (v) adult/elder care expenses
 - (vi) emergency child care expenses
 - (vii) babysitting
 - (viii) child camps including day camps or overnight camps
 - (ix) Day Away programs
- d) dental expenses which include, but are not limited to:
 - (i) any unpaid amounts for procedure codes not covered under the plan sponsor's group dental care plan or health care spending account
 - (ii) cosmetic dentistry
 - (iii) toothbrushes, floss, tooth paste
 - (iv) whitening strips
 - (v) home bleaching kits
 - (vi) bleaching tubes
 - (vii) home fluoride
 - (viii) denture cleaners and adhesive
 - (ix) pre-fabricated mouth guards
 - (x) Water Pik
- e) health expenses which include, but are not limited to:
 - (i) any unpaid health expenses not covered under the plan sponsor's group extended health care plan or health care spending account.
 - (ii) any unpaid amounts for drugs/vitamins/supplements not covered under the plan sponsor's group extended health care plan or health care spending account.
 - (iii) any unpaid expenses for natural product therapy (e.g. St. John's Wort etc.)
 - (iv) drugless practitioners
 - (v) Lifeline monitoring systems
 - (vi) Medic Alert bracelet/neck chain
 - (vii) massage units
 - (viii) heating pad
 - (ix) thermometer
 - (x) sunscreen
 - (xi) personal items (e.g. condoms, jelly, foam, sponge, lubricant etc.)
 - (xii) off the shelf shoe inserts, bunion pads, corn removers

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- f) longer term care expenses which include, but are not limited to:
 - (i) retirement homes
 - (ii) Meals on Wheels
 - (iii) nursing home expenses (including laundry, hairdressing etc.)
 - (iv) telephone and television charges in hospital
- g) counseling services which include, but are not limited to services for:
 - (i) grief counseling
 - (ii) addiction counseling
 - (iii) lactation consulting
 - (iv) parishioner fees
 - (v) nutritional counseling
 - (vi) weight loss programs/counseling/books/cds
 - (vii) stress management programs/counseling/books/cds
 - (viii) smoking cessation programs/counseling/books/cds
- h) education expenses which include, but are not limited to:
 - (i) professional courses
 - (ii) CPR training
 - (iii) first aid courses
 - (iv) lodging
 - (vi) meals

Expenses Not Covered

No benefit is payable for any expense which is not directly or indirectly related to the Employee's wellness, as determined by the Employer and the Administrator from time to time.

Payees

All benefits for an Employee and such Employee's Dependents are payable to the Employee. If the Employee is not alive, these benefits are payable to such Employee's estate.

Payment of Small Amounts

If any amount up to \$2,000 is payable to a person who is not alive or who cannot give a valid discharge for such payment, the Employer may pay the amount to:

- a) any relative of that person; or
- b) any person or institution incurring expenses for the care or maintenance of that person.

Requirement of Proof

No claim for benefits will be paid until the Employer receives satisfactory proof in writing that such benefits are payable under the terms of this Plan.

The Employer or Administrator reserves the right to request any additional information necessary, as determined by the Employer or Administrator, to validate the eligibility of a claim for benefits under this Plan. The Employee is responsible for any expenses incurred for obtaining this additional information.

Submission of Proof

Proof that benefits are payable must be submitted by or on behalf of the Employee and received by the Administrator at its Head Office for Canadian Operations or one of its local offices within 30 days from the end of the Plan Year in which the expense was incurred.

Upon termination of a person's benefits under this Plan, proof that benefits are payable must be submitted within the earlier of:

- a) the number of days specified above from the end of the Plan Year in which the expense was incurred; and
- b) 31 days from the date of termination of plan benefits.

Date Costs are Incurred

The expense for a service or supply is deemed to have been incurred on the date the service was performed or the supply furnished. If a procedure involves multiple appointments, the expense is deemed to be incurred on the date the procedure is completed. For supplies that have to be ordered, the expense will be deemed to be incurred on the date the supplies were paid for. Proof of receipt of the supplies is required.

Continuing Proof

If benefits are being paid or coverage continued on a covered person because of disability, the Employer may require written proof that this person remains Disabled under the terms of this Plan. This proof will be required as often as may reasonably be necessary.

14 Payment of Claims

Subrogation

If a covered person suffers personal injury or loss for which he has a right to bring action for damages against a third party, the Employer shall be subrogated to the covered person's rights to recover damages to the extent that it may be obligated to pay benefits to the covered person. In such case, the Employer will require the covered person to complete a subrogation reimbursement agreement. The Employer has the right to suspend payment of benefits until the completed agreement is received.

Upon judgement or settlement for damages, the covered person shall reimburse the Employer for benefits paid or payable. Unless notified to the contrary, the covered person's solicitor shall also represent the Employer's interests in such a recovery.

Time Limit on Legal Action

No legal action against the Employer or the Administrator may be commenced less than 60 days after proof has been filed in accordance with the above requirements. No such action may be brought more than two years after the last day on which proof of claim would be accepted under the terms of this Plan.

Co-ordination of Benefits

A person covered under this Plan may also be covered under another benefit, policy or plan providing similar coverage. The order in which payment of Covered Expenses will be made under this Plan will be based on the directions provided by the Employee at the time of claim.

Method of Administration

This Plan must be administered in accordance with the Employer's instructions.

Notice of New Employees

The Employer must supply enrolment material to eligible Employees and inform the Administrator of the addition of new Employees as they become eligible for plan benefit coverage.

Notice of Terminated Employees

The Employer must inform the Administrator of the termination of plan benefit coverage on Employees on or before the date on which this coverage terminates. Payments made with respect to ineligible persons because of the late receipt of termination notice will be recovered from the Employer if they cannot be recovered from the Employee on whose behalf they were paid.

Uniform Practices

Options available to the Employer must be chosen and administered by the Employer on a uniform basis without prejudice to any Employee.

Clerical Error and Misstatement

A clerical error is a mistake in writing or copying data. A clerical error made by the Employer or the Administrator will not invalidate plan benefit coverage otherwise in force, or continue plan benefit coverage otherwise terminated under the terms of this Plan.

If a covered person's age has been misstated, his true age will be used to determine:

- a) the effective date or termination date of plan benefit coverage;
- b) the amount of plan benefits; and
- c) any other rights or benefits under this Plan.

The Employer will adjust the plan benefits in force where these are affected by a clerical error or a misstatement of age.

Employee Contributions

The Administrator is not responsible for the collection of any employee contributions required for plan benefits under this Plan.

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Termination of the Plan

The Employer may refer to the Discontinuance of Agreement provision of the Administrative Agreement between the Employer and the Administrator for further information on terminating the Plan.

Gender

In this Plan Document, unless the context requires otherwise, reference to the masculine gender will also include the feminine gender.

Currency of Payment

All amounts payable under this Plan, to or by the Employer, are payable in Canadian currency.

Conformity with the Law

If a provision of this Plan Document is contrary to any law to which it is subject, this provision will be deemed to conform to the minimum requirements of such law.