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**BRICK AND ALLIED CRAFT UNION  
OF CANADA 2007 BENEFIT  
TRUST FUND**

**For Members and their Dependents  
of Locals 5, 10, 12, 20 & 23**



**Members' Benefit Trust Fund  
Members' Group Legal Plan**

**Effective: September 1, 1992  
Revised: May 1, 2012**

**Group Contract No. 4221**

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To All Eligible Plan Members:

This revised booklet has been published to give you an up-to-date description of the benefits provided by the Fund as of May 1, 2012.

This booklet provides a description of the benefits to which you and your family are entitled, the rules governing eligibility for these benefits, and the procedures that should be followed when making a claim.

We believe the Plan provides an excellent package of benefits. It is our hope to continue to provide the best benefits affordable. However, because of the ever changing economic environment, the benefits provided in this booklet cannot be guaranteed for the future. In order to protect the Fund, the Trustees and Manulife Financial together have the right to amend, delete, add or change the Plan's benefits as they apply to all current and future members and retirees, including the right to add or delete benefits, monetary or otherwise, as circumstances may warrant.

We urge you to read your booklet carefully to thoroughly familiarize yourself with the benefits which are available to you and your dependents. While it is our hope that you and your family will enjoy good health, it is comforting to know that these benefits are available when needed.

Detailed information about Benefits or other provisions of the contract(s) or copies of those provisions may be obtained from the Administrator.

If at any time you have any questions about the benefits, or would like assistance in filing a claim, please do not hesitate to contact your Administrator, Global Benefits at 1-800-663-4500. Please indicate whether you are calling on a Health or Dental claim and which Local you belong to.

Sincerely,

BOARD OF TRUSTEES

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## SCHEDULES

Contractholder:

**TRUSTEES OF THE BRICK AND ALLIED  
CRAFT UNION OF CANADA 2007  
BENEFIT TRUST FUND**

For Members and their Dependents  
of Locals 5, 10, 12, 20 & 23

**Effective:** September 1, 1992

**Revised:** May 1, 2012

Group Contract No. 4221

## SCHEDULE

### MEMBER LIFE INSURANCE BENEFIT

<b>Classification</b>	<b>Amount</b>
All eligible active members:	\$15,000

**Note:**

- Your Member Life Insurance will reduce to \$2,500 at retirement.

## SCHEDULE

### DEPENDENT LIFE INSURANCE BENEFIT

<b>Classification</b>	<b>Amount</b>
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All eligible active members:

Spouse:	\$1,000
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Child (from live birth to 6 months):	\$250
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Child (over 6 months but under 21* years):	\$500
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- \* 25 years if regularly attending school and solely dependent upon the member for support.

Note:

- The Dependent Life Insurance will terminate when your Member Life Insurance terminates.



**SCHEDULE**

**MEMBER ACCIDENTAL DEATH AND  
DISMEMBERMENT BENEFIT**

**Classification**

All eligible active members:

**Amount**

An amount equal  
to the Amount of  
Member Life  
Insurance

## SCHEDULE

### MEMBER WEEKLY DISABILITY BENEFIT

<b>Classification</b>	<b>Amount</b>
All eligible active members:	\$363
<b>Waiting Period:</b>	
Accident:	7 days
Illness:	7 days
<b>Benefit Duration:</b>	26 weeks

#### Notes:

- Benefits for a fraction of a week will be computed on the basis of one fifth of the weekly benefit for each day for which a benefit is payable.
- If you qualify for Accident and Sickness benefits from Employment Insurance, the Member Weekly Disability Benefit will be suspended when E.I. benefits begin. If you continue to be disabled after exhaustion of your E.I. benefits (maximum 15 weeks), the Fund will resume its payments to you (only after the member provides his or her first and last E.I. statements or denial letter), for a maximum period of protection of 26 weeks of benefit payments, including the period covered by E.I. benefits.
- If you do not qualify for E.I. benefits, the Fund's benefit will be payable as long as you remain disabled up to a maximum of 26 weeks of benefit payments.
- This Plan pays benefits during the post-natal recovery period of maternity leave

**SCHEDULE****HEALTH CARE BENEFITS****Classification**

All eligible active and retired members and their dependents:

**COVERED CHARGES**

**(See Benefit Description For Coverage Details)**

HOSPITAL ..... AMBULANCE  
 OUT-OF-HOSPITAL NURSING .....  
 HEALTH PRACTITIONERS .....  
 DENTAL CARE FOR ACCIDENTAL INJURY .....  
 DIAGNOSTIC LABORATORY AND X-RAY EXPENSES ...  
 DRUGS .....  
 DURABLE MEDICAL EQUIPMENT AND SUPPLIES .....  
 OUT-OF-PROVINCE ..... VISION CARE  
 HEARING CARE ..... FOOT CARE

Any dollar amount shown as a “Limit” in this Schedule refers to a maximum eligible charge, and not a maximum benefit.

	<b>Amount</b>
<b>Overall Calendar Year Benefit</b>	
Maximum for Active Members	\$100,000
<b>Overall Lifetime Benefit</b>	
Maximum for Retired Members	\$2,500
<b>Maximum Drug Benefit per Calendar Year for Erectile Dysfunction Drugs</b>	<b>\$500</b>
<b>Calendar Year Deductible</b>	<b>Nil</b>

## SCHEDULE

### HEALTH CARE BENEFITS

	<b>Amount</b>
<b>Percentage Payable</b>	
All Covered Charges	100%*
* 50% of the cost of an orthopedic shoe other than expenses for modifying or purchasing an insert or device for a regular shoe or the cost of a hand-made shoe, which are payable at 100%.	
<b>Hospital (Within Home Province)</b>	
Room and Board Limit	semi-private
<b>Out-of-Hospital Nursing Limit for Active Members (per calendar year)</b>	
	\$10,000
<b>Health Practitioners' Limits (per calendar year)</b>	
Chiropractor, Osteopath, Naturopath, Speech Therapist, Psychologist or Physiotherapist	\$200 per type of practitioner
Podiatrist and Chiropodist	\$200 combined maximum
Shiatsu Masseur and Massage Therapist	\$200 combined maximum

**SCHEDULE****HEALTH CARE BENEFITS**

	<b>Amount</b>
Out-of-Province Benefit Maximum (per lifetime)	\$1,000,000

**Emergency Care**

Hospital Maximum Stay	14 days*
Hospital Room and Board Limit	
In Canada	semi-private
Out of Canada	average semi-private

**On Referral**

Benefit Duration	60 days
Hospital Room and Board Limit	\$100 per day

**Vision Care Benefit Maximums**

Lenses	Unlimited
Frames	\$60 every 24 months
Contact Lenses in lieu of glasses or Laser Eye Surgery	\$200 every 24 months

\* does not apply if licensed doctor (M.D.) certifies that the covered person should not be moved back to his home Province

**SCHEDULE**

**HEALTH CARE BENEFITS**

	<b>Amount</b>
<b>Hearing Care Benefit Maximum (in any 5-year period)</b>	<b>\$500</b>

## SCHEDULE

### DENTAL CARE BENEFITS

#### Classification

All eligible active and retired members and their dependents:

#### COVERED CHARGES

(See Benefit Description For Coverage Details)

ROUTINE CARE ..... DENTURES  
 CROWNS AND BRIDGEWORK ..... ORTHODONTICS

#### Fee Guide

Payments under this plan are based on the 2011 Dental Association Fee Guide for General Dental Practitioners of the Province of Ontario.

	<b>Amount</b>
<b>Calendar Year Deductible</b>	Nil
<b>Percentage Payable</b>	
Routine Care, Dentures, Crowns and Bridgework	100%
Orthodontics	50%
<b>Benefit Maximum (per calendar year)</b>	
Routine Care, Dentures, Crowns and Bridgework (combined maximum)	\$1,500
<b>Benefit Maximum (per lifetime)</b> <b>(applies to eligible member, spouse &amp; dependents)</b>	
Orthodontics	\$2,000







**TRUSTEES OF THE BRICK AND ALLIED  
CRAFT UNION OF CANADA 2007  
BENEFIT TRUST FUND**

- **MEMBERS BENEFIT  
TRUST FUND**

**May 1, 2012**

## GENERAL PROVISIONS

### Member Eligibility

To be eligible for coverage you must be:

- a member in good standing of Locals 5, 10, 12, 20 or 23, of The Brick and Allied Craft Union of Canada BACU – Canada who has completed an enrollment card and is performing work within the jurisdiction of the Union;
- in a class shown in the Schedule;
- covered under a Provincial Health Insurance Plan; and
- employed by an employer with a Collective Agreement with the Local Union(s).

#### How Members Become Eligible

You will become eligible for coverage on the first day of the second calendar month following the month in which you have accumulated at least 330 credited hours in your Hour Bank.

#### Continuation of Eligibility

Once you are eligible, additional hours reported will be credited to your Hour Bank, and each month 110 hours will be deducted from your Hour Bank for coverage. You may accumulate up to a maximum of 2200 hours in your Hour Bank. All excess hours are credited to the Fund.

#### Purging Of Hour Bank

If your hour bank falls below the minimum monthly requirement to maintain benefit coverage and remains below this minimum level for two years with no activity

under your hour bank any balance will be released into the general reserves of the Plan on December 31<sup>st</sup> coincident with or immediately following this two year period. Activity would include any period for which contributions are credited to your hour bank or any period during which you make Pay Direct contributions to the Plan.

**Continuation of Eligibility For Disabled and Retired Members for Benefits other than Dental**

If you are disabled or you retire prior to your 65<sup>th</sup> birthday, you may make the required contributions to the Fund to continue all benefits (excluding Weekly Disability). Upon attainment of age 65, you are eligible for retiree benefit which will be payable by the Fund only if you wish to maintain coverage by paying the applicable monthly rate as established from time to time by the Board of Trustees.

**Continuation of Eligibility For Disabled and Retired Members for the Dental Plan**

If you are disabled or retired, you are covered as long as you have hours in your Hour Bank and after expiration of the Hour Bank, you may elect to continue coverage by paying direct. Once you elect to discontinue this self-pay privilege, reinstatement will not be allowed.

**Pay Direct Information for Benefits other than Dental**

If, on the last day of any month you do not have at least 110 credited hours, you may elect to purchase the number needed by making the required contributions

for them to the Fund to continue your benefits (excluding Weekly Disability Benefits), but such election may not be made after the attainment of age 65. The pay direct rate is established by the Board of Trustees and subject to change without notice. Please contact your Administrator or Local Union Office for the current pay direct rate.

If you are disabled or you retire prior to your 65<sup>th</sup> birthday, you may make the required contributions to the Fund to continue your benefits (excluding Weekly Disability Benefits). This rate is also set by the Board of Trustees and subject to change without notice. Upon attainment of age 65, you may be eligible for retiree benefit which will be paid by the Fund only if you wish to maintain coverage by paying the applicable monthly rate as established from time to time by the Board of Trustees.

### **Pay Direct Information for the Dental Plan**

If, on the last day of any month you do not have at least 110 credited hours, you may elect to purchase the number needed by making the required contributions for them to the Fund. The pay direct rate is established by the Board of Trustees and subject to change without notice. Please contact your Administrator or Local Union Office for the current pay direct rate.

If you are disabled or retired, you may continue to pay direct indefinitely at the current rate set by the Board of Trustees.

### **Dependent Eligibility**

To be eligible for coverage your dependent must be covered under a Provincial Health Insurance Plan.

Your dependent becomes eligible for coverage when you become eligible or, if acquired later, upon

becoming your dependent.

You must be covered in order for your dependents to be covered.

Dependent means a spouse or unmarried child from live birth but under 21 years (25 years, if regularly attending school) and solely dependent upon the member for support.

Spouse means a husband or wife by virtue of a religious or civil marriage ceremony; except that, a person living with the member will be deemed to be the member's spouse, if such person:

- is publicly represented as the member's spouse; and
- has been living with the member for a period of at least one continuous year.

Child means:

- a natural or legally adopted child; or
- a step-child or other child, who is dependent upon the member for support and lives with the member in a regular parent-child relationship.

### **Effective Date of Coverage**

Coverage for you and your dependents will become effective on the date of eligibility.

### **Termination of Coverage**

Coverage for you and your dependents will terminate on the earliest of:

- the end of the month in which there is less than 110 credited hours in your Hour Bank;
- when you are no longer an active member of the Union;

- retirement, unless otherwise indicated in the Schedule;
- when premium payments cease; or
- the date this plan is discontinued.

Coverage for your dependents will terminate on the date such dependents cease to be eligible.

### **Reinstatement**

For benefits other than Dental Care, if your coverage terminates because of not enough credited hours, during the 12 month period following such termination, you will be eligible for reinstatement of coverage on the first day of the second month following the month in which you have accumulated at least 110 credited hours. However, if you do not become eligible for reinstatement within 24 months, the number of credited hours then remaining in your Hour Bank will be reduced to zero.

For Dental Care, if your coverage terminates because of not enough credited hours, you will be eligible for reinstatement of coverage on the first day of the second month following the month in which you have accumulated at least 110 hours in your Hour Bank.

### **Continuation of Coverage for Indentured Apprentices**

For benefits other than Dental Care, an indentured apprentice's hour bank reserve account will be frozen during the period he is attending trade school. Coverage for this period will be continued by the Fund for a maximum of 3 months.

For Dental Care, an indentured apprentice's hour bank reserve account will be frozen during the period he is

attending trade school. Coverage for this period will be continued by the Fund.

**Continuation of Health Care and Dental Care Benefits for Incapacitated Children**

Health Care and Dental Care Benefits will continue beyond the date an unmarried child attains the limiting age for coverage, provided proof is submitted to Manulife Financial within 31 days after such date that such child:

- is incapable of self-sustaining employment by reason of functional impairment;
- became so incapacitated prior to attainment of the limiting age; and
- is chiefly dependent upon you for support and maintenance.

Thereafter, such proof must be submitted to Manulife Financial, as required, but not more often than yearly.

**Continuation of Health Care Benefits After Your Death**

Your dependents who are covered under the Health Care plan at the time of your death will continue to be covered for such coverage provided:

- the required contributions for such coverage are made to the Fund; and
- such request for continuation of coverage is made to your Administrator within 30 days of the date of your death;

but not beyond the earliest of:

- the date such dependents cease to be eligible;
- the end of the month in which there is less than 110 credited hours in your Hour Bank for a period

## GENERAL PROVISIONS

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not to exceed 24 months in total (This 24 month period includes continuation of coverage by using up hours in your Hour Bank or by making the required pay direct contributions to the Fund by your spouse);

- the date your spouse remarries (children will continue to be covered); or
- the date coverage for your dependents terminates for any reason.

Upon your death, benefits are payable to your spouse, if living, or to your child (or legal guardian).





## MEMBER LIFE INSURANCE BENEFIT

**(See Schedule for Amount)**

### **Death Provision**

If you die while covered, your Member Life Insurance will be paid to your beneficiary(ies), if living, otherwise to your estate.

### **Disability Provision**

**(Applies to Active Members only)**

If you:

- become Totally and Permanently Disabled while covered;
- continue to be so disabled for the next 6 months; and
- are under age 65;

the Member Life Insurance for which you were covered at the time you became so disabled will continue while you are so disabled, but not beyond your 65<sup>th</sup> birthday, subject to any reduction or termination indicated in the Schedule due to a change in class. You must submit proof satisfactory to Manulife Financial, within 12 months of the date you cease active work, that you are so disabled. From then on you must submit proof satisfactory to Manulife Financial, as required, that you are still so disabled.

Totally and Permanently Disabled means that solely because of an illness or injury, you are, and will continue to be, unable to work at any occupation for which you are, or may reasonably become, fitted by education, training or experience.

### **Conversion Option**

If your Group Benefits terminate or reduce, you may be eligible to convert your Employee Life Insurance coverage to an individual policy, without medical evidence. Your application for the individual policy along with the first monthly premium must be received by Manulife Financial within 31 days of the termination or reduction of your Employee Life Insurance. If you die during this 31-day period, the amount of Employee Life Insurance available for conversion will be paid to your beneficiary or estate, even if you didn't apply for conversion.

For more information on the conversion privilege, please see your Plan Administrator. Provincial differences may exist.

### **Extension of Benefit**

If you die within 31 days of the date your Member Life Insurance terminates, the amount you could have converted will be paid as a death benefit under this plan even if you did not apply for conversion.

## DEPENDENT LIFE INSURANCE BENEFIT

**(See Schedule for Amount)**

### **Death Provision**

If your dependent dies while covered, Dependent Life Insurance will be paid to you, if living, otherwise to your estate.

### **Disability Provision**

If your Member Life Insurance is being continued under the Disability Provision, Dependent Life Insurance will also continue with no further premium required.

### **Conversion Option**

If your spouse's insurance terminates, you may be eligible to convert the terminated insurance to an individual policy, without medical evidence. Your spouse application for the individual policy, along with the first monthly premium, must be received by Manulife Financial, within 31 days of the termination date. If your spouse dies during this 31-day period, the amount of spousal Life Insurance available for conversion will be paid to you, even if you didn't apply for conversion. If you reside in the province of Quebec and if your dependent child's insurance terminates, you may be eligible to convert the terminated insurance as outlined above by the Conversion Privilege for spousal coverage.

For more information on the conversion privilege, please see your Plan Administrator. Provincial differences may exist.

**Extension of Benefit**

If your spouse dies within 31 days of the date Dependent Life Insurance terminates, the amount that could have been converted will be paid to you as a death benefit under this plan even if no application for conversion was made.

## MEMBER ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

### (See Schedule for Amount)

If you sustain an accidental bodily injury while covered and if a covered loss occurs as a direct result, and within 1 year, of the accident, the following will be paid to you, if living, otherwise to your beneficiary(ies), if living, or to your estate:

<b>For Loss Of</b>	<b>Percentage Of Amount Covered</b>
Life	100%
Both hands or both feet	100%
Both arms or both legs	100%
Sight of both eyes	100%
Sight of one eye	66-2/3%
Speech, or hearing of both ears	50%
Thumb and index finger, or 4 fingers, of one hand	33-1/3%
Five toes of one foot	12-1/2%

### **For Loss Of, or Loss Of Use Of**

Arm or leg	75%
Hand or foot	66-2/3%

No more than the largest percentage shown for a body member will be paid for the loss of more than one part thereof.

Not more than 100% will be paid for all losses sustained in any one accident.

Loss of an arm or leg means severance at or above the elbow or knee joint; loss of a hand or foot means severance at or above the wrist or ankle joint; loss of a thumb, finger or toe means severance of the entire

digit; loss of sight, speech, hearing or loss of use means loss that is total, cannot be recovered, lasts at least 1 year and is deemed to be permanent.

### **Exposure and Disappearance**

Loss due to exposure will be deemed to be accidental if the exposure was a direct result of an accident.

If you disappear as a direct result of the accidental disappearance, wrecking or sinking of the conveyance in which you were an occupant, accidental death will be deemed to have occurred; provided, there is no evidence within 1 year thereafter that you are still alive.

### **Limitations**

No amount will be paid for a loss that results from or is contributed to by:

- illness or disease of any kind;
- infection, unless the result of an accidental wound;
- medical or surgical treatment of other than an accidental injury;
- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- suicide or attempt thereat, while sane or insane;
- self-inflicted injury, while sane or insane;
- your commission of, or attempt to commit, an assault or a criminal offence; or
- an accident that occurs while you are in the care or control of a motor vehicle where your blood-alcohol level exceeds 80 mg. of alcohol in 100 ml. of blood.

## MEMBER WEEKLY DISABILITY BENEFIT

### (See Schedule for Amount)

If you become Disabled while covered and are:

- seen by, and treated by, a licensed doctor (M.D.); and
- absent from work for more than the Waiting Period;

weekly benefit payments will be made to you for the period following the later of:

- the date you are first seen by, and treated by, a licensed doctor (M.D.); or
- the end of the Waiting Period.

for as long as you are Disabled and under the ongoing care of a licensed doctor (M.D.), but not beyond the Benefit Duration.

Disabled means that solely because of either an illness or accidental injury that is non-occupational, you cannot perform your job duties.

If you qualify for Accident and Sickness benefits from Employment Insurance, the Member Weekly Disability Benefit will be suspended when E.I. benefits begin. If you continue to be disabled after exhaustion of your E.I. benefits (maximum 15 weeks), the Fund will resume its payments to you (only after the member provides his or her first and last E.I. statements or denial letter), for a maximum period of protection of 26 weeks of benefit payments, including the period covered by E.I. benefits.

If you do not qualify for E.I. benefits, the Fund's benefit will be payable as long as you remain disabled up to a



maximum of 26 weeks of benefit payments.

**Note:** Be sure to apply for Employment Insurance Accident and Sickness Benefits immediately upon becoming disabled.

### **Subsequent Disability**

A new Waiting Period and Benefit Duration will start, if you return to active full-time work for:

- a period of 2 weeks before you again become Disabled because of the same or a related cause; or
- 1 full day before you again become Disabled because of a different or an unrelated cause.

### **Limitations**

No benefit will be paid for:

- any day you do any kind of work for pay or profit;
- illness or injury for which benefits are payable under the Quebec Automobile Insurance Act; or
- the period you are entitled to pregnancy or parental leave by statute, contract or employer agreement. This plan will, however, pay benefits for the post-natal recovery period of maternity leave in accordance with Manulife Financial's claim practices.

No benefit will be paid for any Disability that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury; or
- your commission of, or attempt to commit, an

assault or a criminal offence.

Manulife Financial may require you to report for a medical examination as often as is reasonable, by a licensed doctor (M.D.) of their choice. Failure to report for a medical examination may result in termination of your benefit payments.

**Extension of Benefit**

If you are Disabled on the date your coverage terminates, you will be entitled to the same benefit as though your coverage had not terminated.

## HEALTH CARE BENEFITS

**(See Schedule for Amount)**

### **Percentage Payable**

This is the part of Covered Charges that Manulife Financial pays.

Covered Charges are reasonable and customary charges for needed medical care, services or supplies, as described below, and received while the person is covered, for either an illness or injury that is non-occupational or for pregnancy:

### **1. Hospital (Within Home Province)**

Daily charges in excess of the ward rate up to the Room and Board Limit plus user fees.

- A hospital is a place that:
  - chiefly provides inpatient medical care of the injured, sick or chronically ill;
  - has a staff of licensed doctors (M.D.) and 24-hour nursing care by registered nurses (R.N.); and
  - is approved as a hospital for payment of the ward rate under the Provincial Health Plan.

**Note:** If hospital confinement is required, ask the hospital to confirm whether the room is a semi-private or ward room. No charges should be made and no benefit is payable for ward.

### **2. Ambulance**

Charges in excess of the amount payable under the covered person's Provincial Health Plan for professional licensed ambulance service, including air

or rail ambulance service subject to prior approval of Manulife Financial, to transport the covered person:

- from the place of injury (or where illness struck) to the nearest hospital where treatment is available;
- directly from the first hospital where treatment is given to the nearest hospital for needed specialized treatment not available at the first hospital; or
- from a hospital to a convalescent/rehabilitation hospital.

### **3. Out-of-Hospital Nursing**

Charges for home nursing care, by a registered nurse (R.N.) who:

- is not a member of your family; and
- does not normally live in your home;

when ordered by a licensed doctor (M.D.) as medically necessary for a disability that requires the specialized training of an R.N.

### **4. Health Practitioners**

Charges, including x-ray charges, up to the Limits shown in the Schedule, by a practitioner who is registered and legally practising within the scope of his license as a chiropractor, osteopath, naturopath, podiatrist, chiropodist, psychologist, physiotherapist or speech therapist.

Charges up to the Limits shown in the Schedule, by a practitioner who is registered and legally practising within the scope of his license as a shiatsu masseur or massage therapist, when treatment is prescribed by a licensed doctor (M.D.).

No amount will be paid for any visit for which any

amount is payable under the covered person's Provincial Health Plan, unless permitted by law. For Ontario residents, for podiatrists, no amount will be paid for any visit for which any amount is payable under the covered person's Provincial Health Plan.

### **5. Dental Care For Accidental Injury**

Charges for dental care by a licensed dentist for the prompt repair of sound natural teeth when required for a non-occupational accidental injury, external to the mouth, that occurs while the person is covered.

### **6. Diagnostic Laboratory and X-Ray Expenses**

### **7. Drugs**

Charges for drugs up to the Benefit Maximum, including oral contraceptives, prescribed by a licensed doctor (M.D.) or licensed dentist, or other professional authorized by provincial legislation to prescribe drugs, and dispensed by a registered pharmacist or licensed doctor (M.D.) legally authorized to dispense such drugs, that regardless of their legal status are not normally obtainable except by prescription. No amount will be paid for which any amount is payable under the covered person's Provincial Health Plan. For example, Manulife Financial will not cover any amount not reimbursed by the Ontario Drug Benefit Program (ODB), such as, any amount over the \$6.11 ODB maximum dispensing fee, the \$2.00 per prescription not covered by the ODB or the first \$100 of prescriptions annually not covered by the ODB.

### **8. Durable Medical Equipment and Supplies**

Charges for supplies and the rental of or, at Manulife

Financial's option, the purchase of durable medical equipment of the type and model adequate for the covered person's medical needs based on the nature and severity of the disability, such as, but not limited to:

- hospital beds, wheelchairs, canes, crutches, walkers and trusses;
- rigid or semi-rigid braces for back, neck, arm or leg and non-dental prostheses such as artificial limbs and eyes; including replacement if required because of a change in physical condition;
- respiratory equipment, including oxygen;
- kidney dialysis equipment;
- contact lenses or glasses following cataract surgery (limited to one pair per lifetime); and
- splints, casts, catheters, and hypodermic needles;

but excluding personal comfort, convenience, exercise, safety, self-help or environmental control items, or items which may also be used for non-medical reasons, such as, but not limited to:

- heating pads or lamps, communication aids, air conditioners or cleaners, and whirlpool baths or saunas.

Before incurring any major expenses you should submit details to Manulife Financial to determine to what extent benefits are payable. In any event, a letter will be required from a licensed doctor (M.D.) describing the nature of the disability and the type, medical need and estimated duration of any required durable medical equipment.

## 9. Out-of-Province

### Emergency Care

Charges, up to the Benefit Maximum, incurred while travelling or vacationing outside the covered person's home Province for periods of not more than 6 weeks, provided part of the charge is payable under the covered person's Provincial Health Plan, that are:

- hospital charges, but not beyond the Hospital Maximum Stay, for:
  - room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and
  - other inpatient and outpatient medical services; and
- reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the covered person's Provincial Health Plan, for:
  - a licensed doctor (M.D.);
  - professional licensed ambulance service, including air or rail ambulance service, to transport the covered person back to a hospital within his home Province, provided prior approval is obtained from Manulife Financial; and
  - blood, blood products and their transfusion.

### On Referral

Charges, up to the Benefit Maximum, incurred for care unavailable in Canada, when referred by a licensed doctor (M.D.) and approved in advance by Manulife

Financial, provided part of the charge is payable under the covered person's Provincial Health Plan, but not beyond the Benefit Duration, that are:

- hospital charges for:
- room and board in excess of the ward rate under the covered person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and
- other inpatient and outpatient medical services; and
- reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the covered person's Provincial Health Plan, for:
  - a licensed doctor (M.D.); and
  - blood, blood products and their transfusion.

### **10. Vision Care**

Charges for lenses and frames, or contact lenses, or laser eye surgery, when prescribed by an ophthalmologist or optometrist, up to the Benefit Maximums shown in the Schedule.

No amount will be paid for safety or sunglasses, anti-reflective coatings, or for tints other than No.1 or No.2.

### **11. Hearing Care**

Charges for hearing aids, excluding batteries, when provided by a certified, clinical audiologist, up to the Benefit Maximum shown in the Schedule.

### **12. Foot Care**

Charges for orthopedic shoes (including repairs) and orthotics, which have been specially designed and



molded for the covered person and are required to correct a diagnosed physical impairment, provided that the following information is supplied:

- a diagnosis, including a list of symptoms and the primary complaint;
- a description of the physical findings from the clinical examination;
- a brief description of the abnormal walking pattern associated with the diagnosis; and
- confirmation that the product has been custom-made.

Your orthopedic shoes and orthotics must be prescribed on an annual basis. For information on eligible prescribing and dispensing providers, please contact your Administrator for a copy of the plan member information sheet provided by Manulife Financial.

### **Limitations**

No amount will be paid for care, services or supplies:

- for drugs, sera, or injectable drugs when administered in a hospital setting, whether administered on an inpatient or outpatient basis, except as provided under Out-of-Province;
- if the payment is prohibited by law;
- that a covered person may obtain as a benefit under any governmental plan or law;
- for which no charge would have been made in the absence of this coverage; or
- for dental work, except as provided under Dental Care For Accidental Injury.

No amount will be paid for any charge incurred that results from or is contributed to by:

- war, whether declared or not;
- insurrection, rebellion or participation in a riot or civil commotion;
- purposely self-inflicted injury; or
- the covered person's commission of, or attempt to commit, an assault or a criminal offence.

### **Extension of Benefits**

If a covered person is Totally Disabled on the date coverage under these Benefits terminates, entitlement to benefits will be the same as though such coverage had not terminated, for as long as such person remains continuously so disabled, but not beyond the earlier of:

- the date such person becomes covered under any other group-type plan providing similar coverage; or
- 12 months.

### Totally Disabled means:

- for a member, that such person cannot, because of illness or injury, engage in such person's regular occupation and is not working for pay or profit; and
- for a dependent, that such person cannot, because of illness or injury, engage in most of the normal activities of a person of the same age and sex.

## DENTAL CARE BENEFITS

**(See Schedule for Amount)**

### **Percentage Payable**

This is the part of Covered Charges that Manulife Financial pays.

Covered Charges are charges up to the amount shown in the Fee Guide for needed dental care, services or supplies, as described below, and received while the person is covered, for either a disease or injury that is non-occupational:

### **Routine Care**

Charges up to the Benefit Maximum for:

- oral exams, including the cleaning of teeth, but not more than once every 6 months;
- scaling and root planing (limited to 10 units per calendar year for all procedures combined, however children under 13 years of age are limited to 1 unit every six months for all procedures combined);
- occlusal equilibration (limited to 8 units per calendar year);
- topical applications of sodium or stannous fluoride for dependent children 18 years of age and under (limited to once every 12 months);
- dental x-rays (bitewing x-rays are limited to once every 6 months; full-mouth series of x-rays are limited to once every 24 months);
- fillings (including white fillings);
- extractions;

## DENTAL CARE BENEFITS

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- oral surgery, including excision of impacted wisdom teeth;
- antibiotic drug injections;
- anaesthesia and its administration;
- space maintainers and prefabricated full coverage restorations for primary teeth;
- repair, relining or rebasing of dentures (limited to once every 24 months);
- repair, resurfacing or recementing of crowns, inlays, onlays or bridges;
- occlusal guards in connection with periodontal treatment or bruxism;
- periodontic treatment for disease of the bone and gums of the mouth, including tissue grafts and occlusal guards, but not athletic guards; and
- endodontic treatment, including root canal therapy.

### Dentures

Charges up to the Benefit Maximum shown in the Schedule for:

- first installation, including adjustments, of partial permanent or full temporary or permanent removable dentures to replace 1 or more natural teeth extracted while the person is covered;
- denture adjustments that occur more than 6 months after installation;
- replacement of an existing partial or full removable denture, if it:
  - was installed at least 5 years before and cannot be made serviceable; or
  - is a temporary full denture which replaces 1 or

more natural teeth extracted while the person is covered and for which replacement by a permanent denture is required and takes place within 1 year from the date the temporary denture was installed; and

- addition of teeth to an existing partial denture, if required to replace 1 or more natural teeth extracted while the person is covered.

### **Crowns and Bridgework**

Charges up to the Benefit Maximum shown in the Schedule for:

- inlays, onlays, gold fillings and crowns;
- first installation of fixed bridgework, including crowns to form abutments, to replace 1 or more natural teeth extracted while the person is covered; and
- replacement of existing bridgework, but only if it was installed at least 5 years before and cannot be made serviceable.

### **Orthodontics**

**(applies to eligible member, spouse and dependents)**

Charges up to the Benefit Maximum shown in the Schedule for:

- diagnostic procedures, including models;
- therapy and appliances; and
- correction of malocclusion.

Orthodontic treatment will be paid in equal instalments beginning when the orthodontic appliances are first inserted, and monthly or quarterly thereafter for the estimated duration of the treatment plan, as long as

the patient remains covered and continues to receive the treatment.

### **Other Practitioners**

Services or supplies must be rendered and dispensed by a licensed dentist, except that:

- scaling and cleaning of teeth may be done by a licensed dental hygienist; and
- installation, adjustment, repair, relining or rebasing of full dentures, may be done by a denturist, denture therapist, technician or mechanic, who is registered and practising within the scope of his license.

Charges for such care, services and supplies will be deemed to be Covered Charges up to the lesser of:

- the amount shown in the practitioner's fee guide of the Province where the charges are incurred; or
- the Fee Guide for dentists.

Reasonable and customary charges by an anaesthetist for the administration of a general anaesthetic in connection with a covered dental procedure will be deemed to be Covered Charges.

### **Alternative Services**

If alternative services may be performed for the treatment of a dental condition, the maximum amount payable will be the amount shown in the Fee Guide for the least expensive service or supply required to produce a professionally adequate result.

### **Predetermination of Benefits**

If charges for a planned course of treatment by a

licensed dentist would exceed \$300, proposed details and x-rays should be submitted to Manulife Financial for approval. Failure to do so may result in payment of a lesser benefit amount because of the difficulty in determining the need for such treatment after it has been provided. Dental x-rays will be promptly returned to the dentist.

Course of Treatment means one or more services rendered by one or more dentists for the correction of a dental condition diagnosed as a result of an oral exam starting on the date the first service to correct such condition is rendered.

### **Limitations**

No amount will be paid for charges for:

- dental care which is cosmetic;
- completion of claim forms;
- broken appointments;
- dental care covered under a medical plan provided by an employer or government;
- which, in the absence of coverage, there would be no charge;
- space maintainers and prefabricated full coverage restorations for permanent teeth;
- oral hygiene instruction or nutritional counselling;
- protective athletic appliances;
- prostheses, including crowns and bridgework, and the fitting thereof which were ordered while the person was not covered, or which were ordered while the person was covered but which were finally installed or delivered after this Benefit is discontinued or more than 31 days after

## DENTAL CARE BENEFITS

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- termination of coverage for any other reason;
- a full mouth reconstruction, for a vertical dimension correction, or for diagnosis or correction of a temporomandibular joint dysfunction; or
  - replacement of a lost or stolen prosthesis.



## **COORDINATION OF BENEFITS (HEALTH CARE AND DENTAL CARE BENEFITS ONLY)**

If a person covered under this plan is also covered under another plan, benefits under all plans are adjusted so as to limit the combined payment to 100% of the total allowable expense.

The manner in which this is done is to determine which plan pays first (and thus determine where to submit the claim first) and which plan(s) pays next.

The plan that does not have a coordination of benefits provision pays before the plan that does (most, if not all, Insurance Company plans have such a provision).

The plan that covers the person as:

- other than a dependent pays before the plan that covers such person as a dependent; or
- a dependent child of the parent, covered as an employee or member, whose birthday occurs first during the calendar year, pays first.

If priority cannot be established in the above manner, the benefits shall be pro-rated between or amongst the plans in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

To implement this provision, Manulife Financial may:

- subject to the consent of the covered person, if required by law, obtain from or release to any other person, corporation or organization any information deemed to be needed; or
- pay to or recover from any other person, corporation or organization any excess payment; any payment so made will be deemed to be

benefits paid and, to the extent of such payments, will fully discharge Manulife Financial from all liability under this plan.

Allowable expense means any necessary, reasonable and customary item of expense, at least a portion of which is covered under at least one of the plans covering the person for whom claim is made.

When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an allowable expense and a benefit paid.

Plan means any contract of group insurance or other arrangement for members of a group (whether on an insured basis or not), prepaid health or dental care coverage, or student accident insurance.

## CLAIM PROVISIONS

### How to Claim

Claim forms are available from your Administrator. Be sure to complete them fully, attach original bills, where applicable, to substantiate your claim and submit to your Administrator:

Global Benefits

88 St. Regis Crescent South

Toronto, Ontario

M3J 1Y8

Telephone: (416) 635-6000

At Manulife Financial's option, you may by written request direct that all or part of the benefits for Health Care and Dental Care Benefits be paid directly to the hospital or person rendering such care.

### Beneficiary

For member death benefits, you may name a beneficiary(ies) and, from time to time, change such named beneficiary(ies), subject to Provincial Law, by written request filed at:

- the Administrator's Office; or
- Manulife Financial's Head Office;

to take effect as of the date such request was executed, but without prejudice to Manulife Financial for any payments made before such request is received at its Head Office.

### **Proof of Loss**

Written proof stating the occurrence, character and extent of loss must be submitted for each Benefit to the Administrator within:

- 6 months after the date of death under the Death Provision for Life Insurance Benefits;
- 12 months after the date the member ceases active work because of Total and Permanent Disability under the Disability Provision for Life Insurance;
- 6 months after the date of the loss for Accidental Death and Dismemberment Benefits;
- 6 months after the start of Disability for the Member Weekly Disability Benefit;
- 18 months after the date of the loss, but not more than 6 months after the date coverage terminates, for Health Care and Dental Care Benefits.

Legal action to recover benefits under this plan must begin within 2 years (6 years for Life Insurance) of the date of loss.

Manulife Financial shall have the right and opportunity to examine any person whose injury or illness is the basis of claim, when and as often as it may reasonably require during the pendency and payment period, if any, of such claim.





**TRUSTEES OF THE BRICK AND ALLIED  
CRAFT UNION OF CANADA 2007  
BENEFIT TRUST FUND**

**• GROUP LEGAL  
PLAN**

**May 1, 2012**

## PLAN INTRODUCTION LETTER

To All Eligible Plan Members:

**The Brick and Allied Craft Union of Canada 2007 Benefit Trust Fund** is pleased to provide you with a description of the Group Legal Benefits effective May 1st, 2012.

The booklet provides a complete description of the legal benefits to which you and your eligible dependents are entitled, the rules governing the eligibility for the benefits and the procedures that you should follow when making a claim.

Be sure to read this booklet carefully so you will be acquainted with the various legal benefit provisions. This Group Legal Program is designed to provide legal assistance to you and your family. It is important that you understand the provisions of the Plan. **The Plan will not cover all of your legal expenses** and will only cover those legal services provided for in this booklet. The final determination of any claim, question or problem that may arise will be governed by the Trust Agreement and the Current Schedule of Group Legal Benefits which have been approved by the Board of Trustees of the Plan. These documents are available for examination at the Fund Office.

**NOTE: Claim forms may be obtained from the Union Office. They must be completed in its entirety by the Plan Member and submitted to the Administrator along with an ITEMIZED STATEMENT OF ACCOUNT on legal letterhead indicating the services provided, legal fees paid excluding disbursements and taxes from the**

**Lawyer or Law Firm providing the legal services. Services provided by a registered paralegal are covered for M1 Highway Traffic Act Matters only. All claims must be submitted within 24 months of the date of service or the date of offence for H.T.A. Matters.**

Should you have any questions regarding your benefits, do not hesitate to contact the Administrator's office or your Local Union Office where a member of the staff will be pleased to assist you.



## ELIGIBILITY

Plan Members of the **Brick and Allied Craft Union of Canada 2007 Benefit Trust Fund** who are employed by contributing employers and on whose behalf contributions to the Group Legal Benefit Plan have been received, and who are currently eligible for benefit coverage under the **Brick and Allied Craft Union of Canada 2007 Benefit Trust Fund** shall be entitled to benefit coverage in the Group Legal Program. Members and their eligible dependents shall continue to be eligible for legal benefits as long as they remain eligible for benefits in the **Brick and Allied Craft Union of Canada 2007 Benefit Trust Fund**. Group Legal Benefits are reimbursed through the **Bricklayers' & Stonemasons Union Local No. 2 (Ontario) Group Legal Benefit Plan** subject to the rules of eligibility as set out herein for claims incurred on or after May 1st, 2012.

Group Legal Benefit coverage is not provided for Plan Members whose Life & Health benefits are extended by freezing or who elect to continue benefit coverage by paying direct.

The Group Legal Plan does not provide coverage for retirees. All claims are subject to the rules applicable to the Plan of Benefits. Please see page 72.

### **Termination of Coverage**

Your Group Legal benefits will terminate on the same date that the Plan Member ceases to be eligible for benefits in the Health and Welfare Benefit Plan. Legal services, which commence following this date, will be ineligible for coverage.

## Referrals and Claims Procedures

All Plan Members are entitled to use the lawyer of their own choice. When a Plan Member chooses a lawyer to provide services, the Plan Member should obtain a claim form from the Local Union Office. This form must be completed in its entirety by the Plan Member and submitted to the Administrator along with an **ITEMIZED STATEMENT OF ACCOUNT on legal letterhead indicating the services provided, legal fees paid excluding disbursements and taxes from the Lawyer or Law firm providing the services.** If an initial consultation is provided, the same is required, clearly indicating the date of service and fee charged in connection with the initial consultation. The schedule of fees that are set out in this booklet are the maximum amounts payable by the Plan for the services described herein. It is recommended that when a member uses a lawyer of his own choice, that the Plan Member shows the booklet to the lawyer in order that the Lawyer or Law firm providing the service will be familiar with the maximum amounts payable for legal services by the Fund.

**NOTE:** The Fund will pay for legal services only. All additional charges beyond the maximum payable by the Plan or for non-legal services, disbursements, taxes, administration or filing fees are the responsibility of the Plan Member. For those services which are provided by the Plan on an hourly basis, the Board of Trustees have established an hourly rate of reimbursement of \$150.00 per hour for claims incurred on or after May 1st, 2012.

Group Legal benefits are a taxable benefit and Plan Members will receive a T4A for benefits paid on their behalf.

## ELIGIBILITY

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**Effective May 1st, 2012, all claims should be sent to:**

### **GLOBAL BENEFITS**

#### **ATTENTION: THE DEFENDERS GROUP**

88 St. Regis Crescent South  
Toronto, Ontario  
M3J 1Y8

ALONG WITH A COMPLETED CLAIM FORM AND AN ITEMIZED STATEMENT OF ACCOUNT ON LEGAL LETTERHEAD INDICATING THE SERVICES PROVIDED, LEGAL FEES PAID EXCLUDING DISBURSEMENTS AND TAXES FROM THE LAWYER OR LAW FIRM PROVIDING THE LEGAL SERVICES. ALL CLAIMS MUST BE SUBMITTED WITHIN 24 MONTHS OF THE DATE OF SERVICE OR THE DATE OF OFFENCE FOR HIGHWAY TRAFFIC ACT MATTERS.

#### **Changes and/or Discontinuation of the Plan:**

The Trustees may at any time amend, modify or suspend the Plan.

## SCHEDULE OF BENEFITS

The following is a schedule of benefits for claims for legal services incurred on or after May 1st, 2012, which are covered by the Group Legal Plan, and the maximum amounts payable for each service.

Unless otherwise stated, all Plan maximums are based on a calendar year. **The maximum amount set out in this schedule is the maximum amount payable for each service, notwithstanding the fact that certain proceedings may take in excess of one calendar year to complete.**

### “A” – Real Estate

A Plan Member and/or their dependent spouse shall be provided with legal assistance in connection with the sale or purchase of a family dwelling **which is the Plan Member’s principal residence, and which shall be used by the Plan Member’s family as a dwelling place**; the purchase of a lot on which to build a family dwelling (provided a building permit is issued within 1 year) and the purchase of a vacation property. Assistance in the arrangement of new or renewal of mortgage is also covered under the Plan insofar as they relate to the principal family residence. **A Plan Member and/or their dependent spouse shall not be entitled to assistance in connection with commercial or income producing property.** Maximums include 1 purchase, 1 sale, 1 mortgage incidental to purchase or 1 new or renewal of mortgage and 2 discharges of mortgages in any 12 month period. Benefits relating to the purchase, sale, mortgage (new or renewal), mortgage incidental to purchase, discharge of mortgage or transfer of title on a vacation or recreational property are limited to a **lifetime**

## SCHEDULE OF BENEFITS

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**maximum of 1 per Plan Member.**

<b>Codes</b>		<b>Maximum Amount</b>
A1	Purchase Family Dwelling	\$450
A2	Sale Family Dwelling	\$450
A3	Purchase Lot for Family Dwelling	\$450
A4	Purchase or Sale of Vacation Property	\$450
A5	Transfer of Title	\$250
A6	Mortgage New or Renewal	\$300
A7	Mortgage Incidental to Purchase	\$200
A8	Discharge of Mortgage	\$150

**NOTE:** Plan Members claiming for the purchase and sale of their principal family residence **MUST COMPLETE AND SIGN THE REAL ESTATE AFFIDAVIT ON THE REVERSE OF THE CLAIM FORM.** The maximum block fees payable for the “Purchase or Sale of a family dwelling” A1 & A2 \$450 are inclusive of the required Transfer of Title on the property. Code A6 Mortgage New or Renewal is only payable for mortgages unrelated to a purchase. **Mortgage services provided through a banking facility, trust company or mortgage company must identify the amount of the legal fee included in their administration fee or disbursements in order for the Plan Member to be eligible for benefits.** If the required information is not provided, a formula will be used to determine the legal portion of the fees charged in order to reimburse the Plan Member. Survivorship applications will be paid under Code A5 Transfer of Title and allowed up to a maximum amount of \$250. Title insurance is not a covered benefit.

### **“B” – Divorce and Domestic Proceedings**

The Plan Member and the dependent Spouse of the Plan

## SCHEDULE OF BENEFITS

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Member (i.e., the Spouse of the Plan Member in respect of whom the contributions are being made for coverage under their Plan) shall be entitled to representation in connection with any matrimonial or divorce proceedings. Representation of the Plan Member and Spouse shall include preparation of a separation agreement, filing a petition of divorce or separation and all other acts necessary for terminating the relationship, establishing the custody of the children and effecting an equitable distribution of property. If proceedings are non-contested the Spouse of the Plan Member will be encouraged to seek the advice and consultation of independent legal counsel. In the event of a contested divorce where the services exceed the limit of the Plan, the Law Firm may assess a separate fee upon prior mutual agreement of the parties and the Plan will only be responsible for the maximum allowable amounts as set out herein.

Cheques for legal services for a Plan Member's dependent Spouse in divorce or separation matters will be mailed directly to the dependent Spouse or the dependent Spouse's lawyer. **Please ensure that the required address and contact number are submitted.**

Under this item each Plan Member, or dependent Spouse, as the case may be, shall be entitled to representation in respect of the following:

- Divorce
- Property and Custody Support
- Separation Agreements
- Modifications
- Adoption Guardianship
- Change of Name
- Birth Certificate Assistance

## SCHEDULE OF BENEFITS

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### Passport Assistance

<b>Codes</b>		<b>Maximum Amount</b>
B1	Divorce Member	\$600
B2	Divorce Spouse	\$600
B3	Property and Custody Support Member	\$600
B4	Property and Custody Support Spouse	\$600
B5	Separation Agreement Member	\$600
B6	Separation Agreement Spouse	\$600
B7	Modification of Separation Agreement	\$300
B8	Adoption (Private)	\$500
B9	Guardianship	\$400
B10	Change of Name	\$250
B11	Birth Certificate Assistance	\$200
B12	Post or Pre-nuptial Agreement	\$500

**NOTE:** The block fees set out herein are payable only for services provided and are **not accumulative**. EG: If your lawyer prepares a separation agreement you would only be entitled to a maximum of \$600. You would not be entitled to claim for property and custody support notwithstanding, the fact that issues of property and custody are set out in the separation agreement.

**The maximum amounts set out in this section are the maximum amounts payable for each service not withstanding the fact that certain proceedings may take in excess of one calendar year to complete.** If a request for reimbursement pertaining to a consultation in connection with family matters is submitted, please ensure that the statement of account clearly indicates the date of service, the service provided, the amount of time for the consultation and the Lawyer's hourly rate.

## SCHEDULE OF BENEFITS

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### “C” – Preventive Law

Each Plan Member and their eligible dependents shall be entitled to receive legal advice by telephone or direct office consultation on any problem that the Plan Member believes to be of a legal nature.

<b>Codes</b>	<b>Maximum Amount</b>
C1 Preventive Law (Including Telephone Consultations)	\$300

**NOTE:** If a request for reimbursement pertaining to a consultation in connection with family or criminal matters is submitted, please ensure that the statement of account clearly indicates the date of service, the service provided, the amount of time for the consultation and the Lawyer’s hourly rate.

For WSIB related matters, only the initial consultation will be covered by your Plan of Benefits.

### “D” – Non Complex Legal Documents

Legal documents which are not deemed to be excessively complex will be prepared for the Plan Member and their eligible dependents. This item includes but is not limited to the following:

Powers of Attorney

Deeds

Simple Contracts

Leases

Notarized Affidavits (Excluding fees for the completion of a passport application)



## SCHEDULE OF BENEFITS

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<b>Codes</b>		<b>Maximum Amount</b>
D1	Power of Attorney - Personal Care	\$50
D10	Power of Attorney - Property	\$50
D2	Deeds	\$100
D3	Simple Contracts	\$200
D4	Tenant Leases (Residential)	\$150
D5	Notarized Affidavits or Documents	\$25
D6	Other legal documents	\$200

### **“E” - Wills**

Plan Members and/or their Spouses shall be entitled to have prepared what is commonly regarded as a Simple Will (i.e. a Will which does not include the creation of any trust or other estate). A Plan Member and/or their Spouse shall, for the duration of membership in the Plan, be entitled to the periodic review and amendment of all testamentary instruments, including the preparation of revised Wills and Codicils not to exceed one revision in any 12 consecutive months.

<b>Codes</b>		<b>Maximum Amount</b>
E1	Simple Will Member	\$100
E2	Simple Will Spouse	\$100
E3	Revised Will or Codicil Member	\$75
E4	Revised Will or Codicil Spouse	\$75

### **“F”- Landlord and Tenant Matters**

A Plan Member as Lessee, shall be represented in connection with any claims or controversies arising out of a tenant lessor-lessee relationship in respect of their apartment or dwelling. **Proceedings in which the Plan Member and/or their eligible dependents, is the landlord, will not be a covered benefit under this Plan.**

## SCHEDULE OF BENEFITS

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<b>Codes</b>	<b>Maximum Amount</b>
F1 Leases/Tenancy	\$500

### **“G” - Consumer and Personal Property Law**

A Plan Member and their eligible dependents shall be entitled to legal representation in connection with any claim against a manufacturer, distributor or retailer for defects in any merchandise, article or service or in a recovery on any warranty given in connection with the sale of merchandise, article or service, where such claim is in excess of \$100.00. The Plan shall not be obliged to litigate under code H2 on any claim unless the dollar value exceeds \$300.00.

Subject to the above limitation, the Plan may provide legal services to a Plan Member and their eligible dependents in connection with the following:

Contracts/Warranty  
Consumer Protection Act

Personal Bankruptcy – Voluntary petition not involving any business – including the fees of a Trustee in bankruptcy

Garnishment of Wages

Tax advice, excluding preparation of tax returns

Personal Liens

Representation in Small Claims Court

<b>Codes</b>	<b>Maximum Amount</b>
G1 Contracts/Warranty	\$400
G2 Consumer Protection Act	\$400
G3 Bankruptcy (Personal)	\$500
G4 Garnishment of Wages	\$300
G5 Tax Advice	\$250

## SCHEDULE OF BENEFITS

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G6 Liens (Personal)	\$250
G7 Small Claims Court	\$500

**NOTE:** When requesting reimbursement for a bankruptcy, the Bankrupt must be discharged prior to submitting the claim. A Form 13 – Trustee’s Statement of Receipts and Disbursements must be submitted in order for the Plan Member to be reimbursed for his Trustee’s fees. Consumer proposals are not covered under this Plan of Benefits.

### “H” - Civil Litigation (Defendant)

A Plan Member and their eligible dependents shall be represented in connection with any civil action or civil administrative proceeding in which the Plan Member, Spouse or Dependent is named as a defendant or respondent provided that such representation shall not exceed twenty (20) hours. The Plan shall be under no duty to provide legal representation to a Plan Member or their eligible dependents where representation is provided for under statutory programs. Plan Members shall be required to pay any disbursements in connection with such defensive litigation including the costs of discovery, witness fees, etc.

### “H” - Civil Litigation (Plaintiff, Plan Member Only)

Only the Plan Member shall be represented in connection with the filing of a civil or administrative action for and on behalf of the Plan Member in connection with any material injury to person or property for the deprivation or injury of any constitutionally or statutorily guaranteed right, any right conferred at common law or for the adjustment of any grievance both recognizable and actionable in either law or equity.

## SCHEDULE OF BENEFITS

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No representation shall be available under this item for any action that is either non-meritorious, calculated to be vexatious only, or a non-material or non-consequential nature or would be contrary to public policy.

In the event any damages are recovered or some form of monetary claim effected, the first \$4,000.00 excluding damages for property replacement and/or medical expenses of any such recovery shall be free of any assessment by the Plan for legal costs expended on the Plan Member's behalf. If the monetary settlement is in excess of the \$4,000.00, the Plan Member is not entitled to reimbursement under the Plan of Benefits. The Plan shall be entitled to recover any legal costs expended on behalf of the Plan Member from costs awarded by the court and from any monetary settlement in excess of \$4,000.00. Please see the exclusions to the Plan on page 72.

Codes	Maximum Amount
H1	Defendant Representation 20 Hours @ \$150/hr
H2	Plaintiff Representation 20 Hours @ \$150/hr

**NOTE: The maximum amount set out in this section is the maximum amount payable for each service, not withstanding the fact that certain proceedings may take in excess of one calendar year to complete.**

### “J” - Government Programs and Assistance

Social Assistance

Unemployment Insurance Commission

Immigration (Plan Member and Dependent Spouse Only)

A Plan Member and/or his Spouse shall be entitled to legal representation on behalf of themselves or their eligible dependents in any matter requiring legal

## SCHEDULE OF BENEFITS

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assistance arising out of disputes or appeals with Social Assistance or Employment Insurance.

A Plan Member and/or his Spouse shall be entitled to legal representation in matters of immigration into or out of Canada on behalf of himself or his dependents, or on behalf of any other relative who the Member and/or his Spouse has directly sponsored into Canada.

Immigration Consultants and Paralegals are not covered.

		<b>Maximum Amount</b>
<b>Codes</b>		
J1	Social Assistance	\$150
J2	Employment Insurance Commission	\$150
J3	Immigration Member	\$600
J4	Immigration Spouse	\$600

**NOTE: The maximum amount set out in this section is the maximum amount payable for each service, not withstanding the fact that certain proceedings may take in excess of one calendar year to complete.**

### **“K” - Insurance Related Matters**

Plan Members and their eligible dependents shall be represented in connection with any claim against their insurer **(except for benefits provided by the Bricklayers' & Stonemasons Union Local No. 2 (Ontario) or the Brick and Allied Craft Union of Canada 2007 or benefits provided by a contributing employer to this Group Legal Benefit Plan)** by reason of failure to provide or pay the benefits as contracted for or to render advice in the interpretation of any policy provision. Included, but not limited to, are the following forms of insurance to which this item is addressed:

Accident and Health  
Life and Annuity

## SCHEDULE OF BENEFITS

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Fire and Homeowners  
Casualty  
Automobile Liability  
Marine

In the event it is necessary to litigate any claim against an insurance carrier, the conditions set forth in item "H" hereinbefore shall apply.

<b>Codes</b>		<b>Maximum Amount</b>
K1	Accident and Health	\$300
K2	Life and Annuity	\$300
K3	Fire and Homeowners	\$300
K4	Casualty	\$300
K5	Automobile Liability	\$300
K6	Marine	\$300
K7	Other	\$300

### **"L" - Automobile Related Matters**

Plan Members and their eligible dependents shall be represented in connection with the following automobile related events:

Actions relating to the suspension/revocation of driver's license

Damage and personal injury

Uninsured Motorist

Parking violations are excluded from coverage under this item.

Litigation under this item is subject to the limitations set forth in item "H".

## SCHEDULE OF BENEFITS

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Codes		Maximum Amount
L1	Civil Actions (Re: Auto Accident)	\$500
L2	Damage and Personal Injury	\$500
L3	Uninsured Motorist	\$400

### “M” - Criminal Matters (Limited)

Plan Members and their eligible dependents shall be entitled to limited legal representation when charged under Provincial or Federal Statutes of the following:

- Summary Conviction Matters
- Indictable and Hybrid Offenses
- Impaired Driving/Driving over (0.8 mg)

Representation for driving while impaired or driving over 0.8 mg is limited to one charge in any calendar year and lifetime maximum of 2 charges.

Services provided by a registered paralegal are covered for M1 Highway Traffic Act Matters ONLY. The Plan will only pay up to the M1 maximum block fee for representation on all charges arising out of a single incident. **A copy of the Highway Traffic Act ticket must accompany all claims for Highway Traffic Act matters.** Parking violations are excluded from coverage under this item. Please ensure that you are eligible on the date of the offence.

Codes		Maximum Amount
M1	Highway Traffic Act	\$300
M2	Provincial Offences Act or Offences under Municipal Bylaws	\$500
M3	Criminal Code of Canada	\$700
M4	Criminal Pardons	\$600

## SCHEDULE OF BENEFITS

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**NOTE:** Plan Members and their dependents shall be entitled to reimbursement of their legal or administrative costs for the processing of an application to remove a criminal record and complete an application for Criminal Pardon. Fees for finger printing are not covered by the Plan.

In the event that several charges are laid arising out of a single incident pertaining to Criminal Matters, the Plan will only allow reimbursement up to the Plan maximum. If a request for reimbursement pertaining to a consultation in connection with Criminal Matters is submitted, please ensure that the statement of account clearly indicates the date of service, the service provided, the amount of time for the consultation and the Lawyer's hourly rate. For all Criminal Matters, the charges must be indicated on the statement of account.

**The maximum amount set out in this schedule is the maximum amount payable for each service, not withstanding the fact that certain proceedings may take in excess of one calendar year to complete.**

### “N” – Appeals

Plan Members and their eligible dependents shall be entitled to legal representation on appeals. The Plan shall pay a maximum of 50% of the legal fees up to \$1,000 on an appeal. Appeals are limited to one appeal only on any decision of the Court or any conviction arising out of the same incident or charge.

<b>Codes</b>	<b>Maximum Amount</b>
N1 Appeals	50% to \$1,000



**“O” - Jury Duty**

Eligible Members who are in benefit and called to perform Jury Duty shall be entitled to payment of lost earnings while serving as a juror, up to a maximum of \$150 per day that the member is absent from work (excluding weekends and periods of unemployment) less any fee received from the court.

Claim forms should be obtained from the Union Office or Administrator and completed by both the Member (Section A) and his/her employer (Section B). Completed claim forms must be accompanied by a Certificate of Juror’s Attendance clearly outlining the days attended and should be sent to the Administrator.

Jury duty is a wage replacement benefit and as such is a taxable income for which the member will receive a T4A.

<b>Codes</b>	<b>Maximum Amount</b>
01     Jury Duty	\$150/day

**Maximum Representation**

The maximum representation that a Plan Member and their eligible dependents shall receive, shall not exceed 30 hours of legal service in a calendar year.

**Legal Services in Excess of Plan Maximum**

In the event that legal services are to be provided by a law firm which is under contract to the Group Legal Program as a service provider, and where the legal cost will exceed the maximum amount payable by the Plan, then such Law Firm shall to the best of their ability inform the Plan Member of the additional legal costs which are to be paid by the Plan Member prior to commencing the service.

## EXCLUSIONS

The following services are excluded from coverage under the Plan:

1. Disbursements, court costs, filing fees, land transfer taxes, administration fees, registration fees, including mortgage registration fees, HST, title insurance and finger printing fees.
2. Title searches and survey fees.
3. Fines and penalties, whether civil or criminal.
4. Any judgement for damages, including judicially awarded costs.
5. Any proceedings or dispute involving an Employer or their officers, agents, representatives or employees.
6. Any proceedings or dispute involving the Union, its officers, agents, representatives or employees.
7. Any proceedings arising under the Ontario Labour Relations Act or any other statute that relates to labour relations or terms and conditions of employment, including but not limited to W.S.I.B., Employment Insurance, the Occupational Health and Safety Act or the Ontario Human Rights Code in matters involving an Employer.
8. Any dispute involving the Plan, the Plan of Benefits or any other Plan or Trust Fund provided by a Contributing Employer to this Plan of Benefits or the **Bricklayers' & Stonemasons Union Local No. 2 (Ontario) Employee Benefit Trust and the Brick and Allied Craft Union of Canada 2007 Benefit Trust.**
9. Matters involving election to any public office.

## EXCLUSIONS

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10. Non-personal legal services (e.g. any business related matters).
11. Any controversy between a Member and his Spouse or any of his Dependents apart from divorce, separation or annulment.
12. No service shall be provided that will violate Public or Statutory Law.
13. Any case in which defense or other legal representations is provided through insurance or other indemnification.
14. Action instituted prior to becoming a Plan Member or civil actions requested to file arising out of pre-existing conditions. Exceptions may be waived by the Board of Trustees.
15. Class actions or interventions or amicus curiae filings in any suite or controversy among other parties not involving the immediate and direct interest of a Plan Member.
16. Any case in which defense or other legal representation is provided through any government agency, which will represent a Plan Member without charge.
17. Any representation required by reason of any acts committed or acts which a Plan Member omitted to perform giving rise to tort, negligence, or criminal claims, or charges, which acts of omission occurred prior to a Plan Member joining the Plan.
18. Court appearance in connection with Small Claims involving an amount less than \$300.00.
19. Services rendered by a registered Paralegal except for services rendered with respect to

## EXCLUSIONS

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offences under the Highway Traffic Act.

20. Stale dated claims which were incurred over 24 months prior to their submission.

INTERPRETATION—The Trustees shall be exclusively responsible for the interpretation and application of this Plan, the determination of all questions pertaining to eligibility and entitlement to benefit.

## PLAN RULES

### Definitions

“Benefits” means payment of a monetary sum to or on behalf of a Plan Member for legal fees incurred by the Plan Member or their eligible dependents in obtaining Legal Services for matters covered by the Plan.

“Covered Individual” means a Plan Member, his or her spouse and eligible dependents.

“Dependents” means any person with the following relationship to the Plan Member:

- (1) Spouse.
- (2) Plan Member’s unmarried children (including adopted and/or step children) under 25 years of age who are wholly dependent on the Plan Member for support.
- (3) Plan Member’s unmarried children (including adopted and/or step children) up to age 25, who are full time students at a University or similar educational institution and depend wholly on the Plan Member for support.

“Legal Services” means representation or advice from a qualified legal practitioner with respect to those matters listed in the Schedule of Benefits.

“Plan Member” means a member of the **Brick and Allied Craft Union of Canada 2007 Benefit Trust (Ontario)** who is employed by a Contributing Employer and who is eligible to receive benefits under the Plan and/or is paying direct for benefit coverage.

“Plan” means the **Bricklayers’ & Stonemasons Union Local No. 2 (Ontario) Group Legal Benefit Trust**.

## PLAN RULES

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“Spouse” means an individual who:

\* is married to the Plan Member through an ecclesiastical or civil ceremony; or,

\*although not legally married to the Plan Member, cohabits with him/her for at least one year in a spousal relationship recognized as such in the community in which he/she resides.

“Trust Agreement” means the Agreement between the Employers and the Union pursuant to which the Trust Fund was established.

“Trust Fund” means the **Bricklayers’ & Stonemasons Union Local No. 2 (Ontario) Group Legal Benefit Trust** established pursuant to the Trust Agreement.

Capitalized terms used in this Legal Benefit Plan but not defined above shall have the meanings given to those terms in the Trust Agreement.

## **THE LAW SOCIETY OF UPPER CANADA LAWYER REFERRAL SERVICE**

The Lawyer Referral Service on the Law Society of Upper Canada website ([www.lsuc.on.ca](http://www.lsuc.on.ca)) provides up to three referrals per call, of Lawyers in your surrounding area.

To contact them, please call:

Toll-free: 1 (800) 268-8326

(416) 947-3330

Email: [lawrefer@lsuc.on.ca](mailto:lawrefer@lsuc.on.ca)









**For more information call:**



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