

▲ This guide provides important information about your Disability & Rehabilitation Plan (D&R) claim. Please keep it as a reference.

# Guide to the Change in Definition Assessment

The information provided in this guide is intended to be general.

In the event of any discrepancy or conflict between this guide and the *Disability and Rehabilitation Plan Text* (D&R Plan Text), the D&R Plan Text language applies.

The D&R Plan Text is the final authority concerning or related to the administration and/or interpretation of the D&R Plan.

If your Date of Disability is before April 1, 2009, some of the information presented in this guide may not apply. Please consult the *Disability and Rehabilitation Plan Text* for more information.

## Change in Definition of Total Disability

**To be eligible for Disability & Rehabilitation (D&R) Benefits, you must be considered Totally Disabled as defined by the D&R Plan Text.**

When initially determining if you were eligible for D&R Benefits, your claim was assessed, in part, to determine if you were Totally Disabled from performing the duties of your **Own Occupation**.

After the Elimination Period and subsequent 20 months, the definition of Total Disability changes and your claim must be reassessed to determine if you are unable to perform the duties of **Any Occupation**.



## What to Expect

You will receive information from your Claims Specialist about the change in definition assessment and what information is required.

Your Claims Specialist or Rehabilitation Specialist may arrange assessments or testing to assist in adjudicating your claim or to assist with rehabilitation planning.

## What will happen to my job at the change in definition?

If you have questions about your employment status at the time of the change in definition, please contact your Employer and your union representative (if you are a member of a union).



# Total Disability

## Own Occupation Period

You are eligible to receive D&R Benefits if, during the 119-day Elimination Period and the subsequent 20 months, you are deemed Totally Disabled by reason of a medical condition certified by a Physician, and are:

- Under the Regular Care of a Physician,
- Unable to perform the Material and Substantial Duties of your Regular Occupation, and
- Not engaged in any occupation for wage or profit, except as permitted while participating in a HEB Manitoba Approved Rehabilitation Program.

The foregoing shall not prevent a Covered Employee from participating in a Return to Work Program as defined by the D&R Plan Text.

D&R premiums must be paid to HEB Manitoba up to the date HEB Manitoba confirms to you in writing that you are eligible to receive D&R Benefits. If premiums are not paid, your coverage will terminate and you will not be entitled to D&R Benefits.

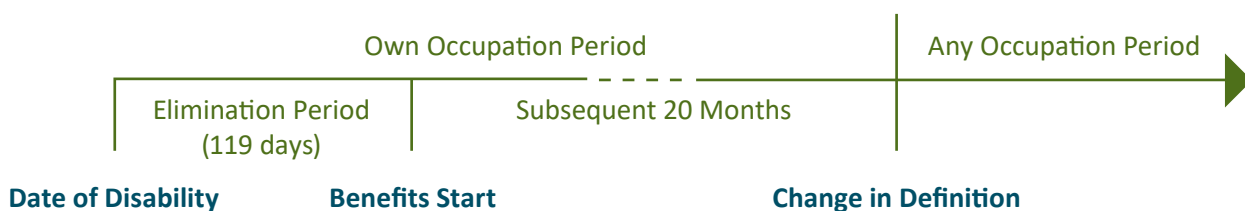
## Any Occupation Period

After the Elimination Period and the subsequent 20 months, the definition of Totally Disabled changes. At this time, your claim will be reassessed to determine if you are eligible to continue receiving D&R Benefits.

To be eligible for continued D&R Benefits after the Elimination Period and the subsequent 20 months, you must be Totally Disabled by reason of a medical condition certified by a Physician, and:

- Under the Regular Care of a Physician, and
  - Unable to perform the Material and Substantial Duties of your Regular Occupation or the duties of some other occupation for which you are reasonably suited by education, training or experience, which would provide you with earnings equal to, or greater than, 66⅔% of the Monthly Earnings you were receiving at your Date of Disability,
- OR**
- Able to perform the Material and Substantial Duties of your Regular Occupation or the duties of some other occupation for which you are reasonably suited, but you can provide medical certification that your disability is the result of a medical condition which is of such a character that common care and prudence require you to desist from doing any work for wage or profit,
- AND**
- Not engaged in any occupation for wage or profit, except as permitted while participating in a HEB Manitoba Approved Rehabilitation Program.

As shown below, after the Elimination Period and the subsequent 20 months, the definition of Total Disability changes:





▲ **Will HEB Manitoba find me a job when I am assessed for the change in definition of Total Disability?**

*While we will identify whether you are able to perform the duties of an alternative occupation that meets the stated earnings criteria, and identify the occupation, we will not actually find or secure you a job.*

## Assessing Your Claim for the Change in Definition of Total Disability

Your Claims Specialist will assess your claim based on the change in definition of Total Disability. To determine eligibility, HEB Manitoba will:

- Review medical evidence from your treating Physician(s) and other healthcare professionals
- Evaluate information about your work history, education, experience, and transferable skills
- Compare earnings for identified alternative occupations for which you could earn 66⅔% or more of the Monthly Earnings you were receiving at your Date of Disability. If your Date of Disability is before January 1, 2009, HEB Manitoba will compare earnings for identified alternative occupations for which you could earn 60% or more of the Monthly Earnings you were receiving at your Date of Disability.
- Review any other income replacement benefits that you are receiving and the reasons the benefits were awarded (if applicable).

Your Claims Specialist or Rehabilitation Specialist may request additional medical information from your Physician(s).

It is your responsibility to prove your continued eligibility for Disability & Rehabilitation Benefits and, if requested, to ensure that your Physician submits the information within 60 days of the request.

If applicable, HEB Manitoba may contribute toward fees requested for medical information.

You are responsible for paying any additional fees your Physician charges that are not paid by HEB Manitoba.

You may also be required to provide additional information about your:

- Medical condition
- Activities of daily living, and
- Education, training, and experience.

We would be pleased to review any additional information you provide in support of your claim.

HEB Manitoba will make a decision using the above information. You will be informed of the status of your claim once the assessment has been completed.

*HEB Manitoba reserves the right to have a medical examination of a Covered Employee performed by an independent medical practitioner designated by HEB Manitoba. HEB Manitoba will cover the cost of an Independent Medical Examination.*

### If You No Longer Meet the Definition of Total Disability

If you are not Totally Disabled as defined by the D&R Plan Text your D&R Benefits will terminate.



## Disability & Rehabilitation Plan Offsets

You must apply for any other disability benefits or income replacement benefits you may be eligible to receive.

If you are eligible to receive disability benefits from other sources, such as but not limited to, the Canada Pension Plan, Quebec Pension Plan, Workers Compensation Board, or Manitoba Public Insurance, your monthly D&R Benefit payment will be reduced by these amounts. **This reduction is called an offset.**

If you do not apply for benefits from other sources for which you may be eligible, an offset may be made, regardless of whether the benefit is actually applied for.

Other earnings, benefits, payments and income or certain other payments received as a result of certain Third-Party Claims will also be applied as an offset based on the D&R Plan Text provisions.

While entitled to D&R Benefits, your total monthly income from the D&R Benefit and other sources of income (based on the Plan Text provisions) cannot exceed 85% of your Monthly Earnings as of your last day worked.

You must notify your Claims Specialist if you receive any insurance benefits or payments that may qualify as offsets. Your failure to do so may result in the termination of your D&R Benefits.

### Earnings from Termination of Employment

You must notify the D&R department if you retire or your employment is terminated while receiving or applying for D&R Benefits.

While you receive D&R Benefits, you are required to report any employment or termination earnings, including but not limited to severance pay received as a lump sum or salary continuation, to the D&R department. These amounts will be applied as offsets.

## Unreduced Pension

After you have been in receipt of D&R Benefits for 20 months, the amount of monthly D&R Benefits payable will be offset by any monthly unreduced pension you are eligible to receive under the HEB Manitoba Pension Plan (the Pension Plan, HEPP), or any other registered pension plan sponsored by a Participating Employer.

Your monthly D&R Benefits will be reduced by this amount regardless of whether you choose to begin actually receiving your unreduced pension.

For a Recurrent claim, the unreduced pension offset will apply on the day after you have been in receipt of D&R Benefits for 20 months.



## Premium-Free Benefits Coverage and Pension Accrual

If the assessment determines that you remain eligible for D&R Benefits, your premium-free HEB Manitoba benefits coverages will continue.

If you participate in the HEB Manitoba Pension Plan, your pension accrual will also continue.

If the assessment determines that you are no longer eligible for D&R Benefits, your premium-free HEB Manitoba benefits coverages and pension accrual will also terminate unless you remain eligible because you are receiving benefits from a long-term disability plan that is specified in the *Healthcare Employees' Pension Plan Text*. Contact us for more information about eligibility.

### Life Insurance Conversion

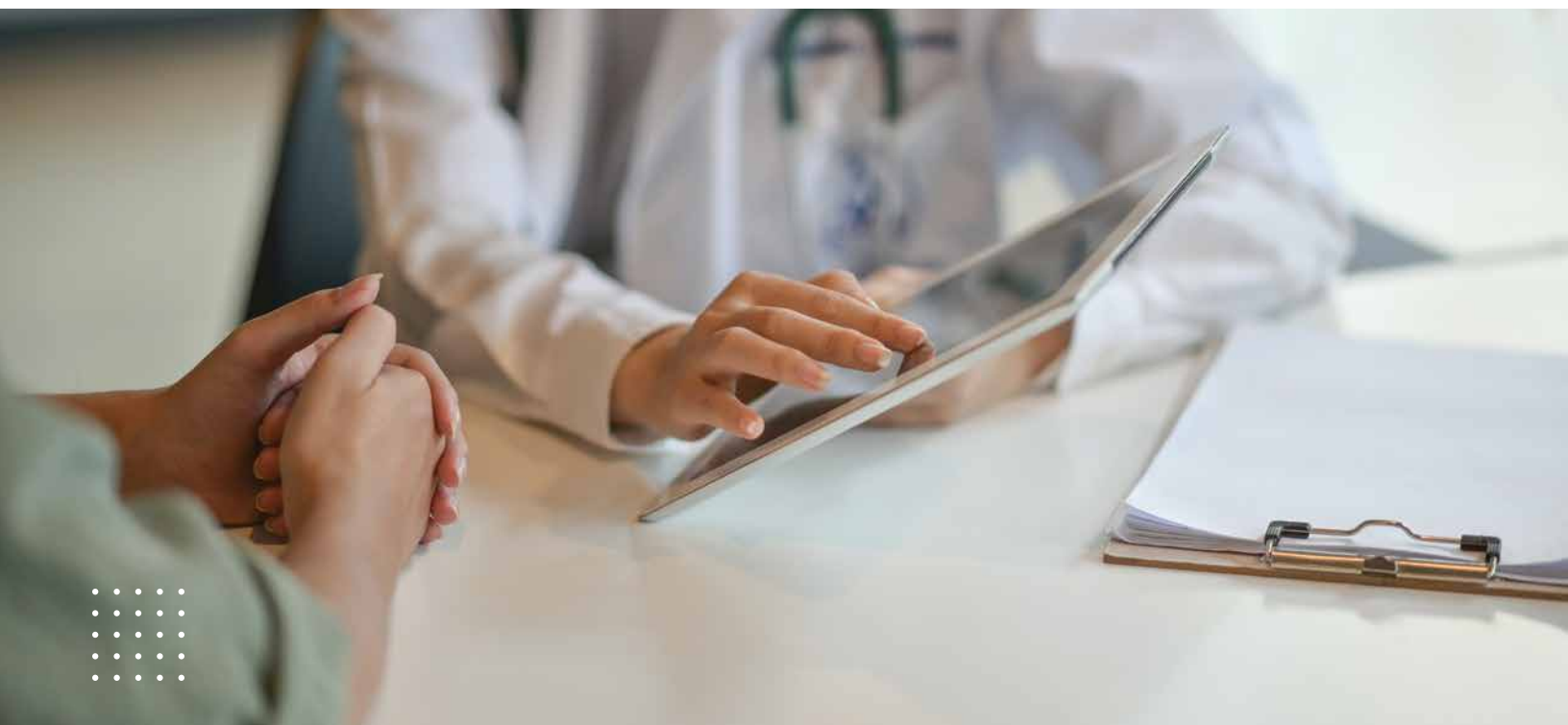
If your D&R claim terminates, your premium-free HEB Manitoba Life Insurance coverage will also terminate.

There is a 31-day period following the termination of your coverage in which you may convert your Life Insurance and your spouse/common-law partner's Life Insurance coverage to an individual Life Insurance Policy with Canada Life without Evidence of Insurability (subject to maximum age and conversion limits).

Life Insurance coverage is maintained for you and your spouse/common-law partner during this 31-day period.

For Life Insurance conversion inquiries, please call a Canada Life individual insurance client service associate at 1-888-252-1847.

**To convert your coverage, Canada Life must receive your completed application and the first premium payment within 31 days of the date your D&R Benefits terminate.**





## If There is a Change in Your Situation

You must notify us immediately if there is a change in your situation that would affect your claim. Examples may include, but are not limited to:

- Your medical condition improves, even though you have not yet returned to work.
- Your medical condition or treatment plan changes. (For example, a surgery or test is scheduled.)
- You have changed your primary Physician or have been referred to a specialist.
- You are planning to return to work, have returned to work, begin a Return to Work Program, start working at another job, or become self-employed.
- You apply for or receive any other benefits, earnings or payments from any other source.
- Your address or telephone number changes. Notify us in writing before the change.
- You change your name.
- You change your bank account/banking information.
- You are planning a vacation or planning to leave the country/province. While receiving D&R Benefits all vacations must be pre-approved by the D&R department.

You must provide us with all relevant information on a timely basis. Providing false information or purposefully failing to disclose all relevant information will result in the termination of your D&R Benefits and/or the recovery of D&R Benefits paid to you.



# More Information

Contact your D&R Claims Specialist with any questions about your claim. Please be ready to quote your claim number.

## hebmanitoba.ca

Visit [hebmanitoba.ca](http://hebmanitoba.ca) for information about your benefits and to access the member portal.

### Member Portal

Log in to the member portal at [hebmanitoba.ca](http://hebmanitoba.ca). You can use the tools on the member portal to:

- See coverage and premium details for your HEB Manitoba benefits
- Update your personal information
- Report life events to keep your coverage up to date
- View your Annual Statements and other HEB Manitoba documents
- Communicate with us on a secure platform
- And more...

### Email

[DRinfo@hebmanitoba.ca](mailto:DRinfo@hebmanitoba.ca)

*Please do not include personal information in your email.*

### Fax

204-975-1165

### Mailing Address

HEB Manitoba  
900-200 Graham Avenue  
Winnipeg, Manitoba R3C 4L5

### Accessibility

This publication is available in alternate formats on request. To request an alternate format, please email us at [accessibility@hebmanitoba.ca](mailto:accessibility@hebmanitoba.ca).

### Telephone

Phone: 204-942-6591

Toll-free: 1-888-842-4233

### Privacy

Direct privacy-related questions, comments, or requests to:

HEB Manitoba Privacy & Policy Office

Phone: 204-975-3197

Toll-free: 1-855-975-3197

Email: [privacy@hebmanitoba.ca](mailto:privacy@hebmanitoba.ca)

You can read our Privacy Notice on our website at [hebmanitoba.ca](http://hebmanitoba.ca).