

CERTIFICATE OF INSURANCE PRESCRIPTION DRUG INSURANCE PLAN

The Insurance under this Certificate with the documents attached hereto is hereby granted by

The Manufacturers Life Insurance Company (Manulife)

under the terms of the Master Policy referred to on the Certificate.

The Manufacturers Life Insurance Company (hereinafter called "Manulife") certifies that it will, under and subject to the terms and conditions of the above Master Policy (hereinafter called "the Policy"), insure certain Members of the

ENGINEERS CANADA

(hereinafter called "the Association")

that the person named in the Schedule of Benefits is insured for the benefits specified in the Schedule of Benefits, subject to the terms and conditions contained or endorsed in this Certificate of Insurance.

NOTICE OF 10-DAY RIGHT TO EXAMINE COVERAGE

Within 10 days after its delivery to the Insured, this Certificate may be surrendered by delivering or mailing it to Manulife. Upon such surrender, any premium paid will be returned and the Certificate will be deemed to be void from the Effective Date indicated on the Schedule of Benefits.

The following pages are a summary of the principal provisions for the Association under Policy Number 90507, to which reference should be made for the actual terms and conditions. If there is any conflict between the terms and conditions of the Certificate and those described in the Master Policy, the terms of the Policy shall govern.

Signed for The Manufacturers Life Insurance Company at Toronto by:



Roy Gori

President and Chief Executive Officer

This certificate contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

The Manufacturers Life Insurance Company (Manulife)

Individual Insurance
P.O. Box 670, Stn. Waterloo
Waterloo, Ontario N2J 4B8

**ENGINEERS CANADA
PRESCRIPTION DRUG INSURANCE PLAN**

Issued under:

Master policy 90507

Insured with:

The Manufacturers Life Insurance Company (Manulife)

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Part 1: DEFINITIONS

In these Provisions the following words and phrases shall have the meaning set out below.

1. THE PARTIES

We, us, our and **Manulife** refer to The Manufacturers Life Insurance Company.

You, your, and **Insured Person** refer to the person named as the Insured Person in a Certificate issued by us under the terms of the Master Policy and as defined as the **Member** in Part 7.

Insured Dependant refers to your spouse and/or your child(ren) who are domiciled with you and named as such in a Certificate issued by us under the terms of the Master Policy.

Spouse refers to a person who either:

- a) is married to you through an ecclesiastical or civil ceremony; or
- b) although not legally married to you, cohabits with you for at least one year in a husband and wife relationship which has been recognized as such in the community in which you reside; or
- c) as otherwise construed in accordance with section 2.2.1 of the Taxation Act (R.S.Q., chapter I-3).

Child refers to an unmarried natural child, stepchild, or legally adopted child who either:

- a) is under 18 years of age; or
- b) is of 18 years or more but is and continues to be incapable of self-sustaining employment by reason of mental retardation or physical handicap that has existed since before the person's eighteenth birthday and is chiefly dependant on yourself for support and maintenance; or
- c) is under 26 years of age and attends an educational institution on a full-time basis as a duly registered student, and in whose respect, you would exercise parental authority were the person a minor. An educational institution means a legal person or body providing instruction at the secondary, college or university level.

Association and **EC** refer to Engineers Canada of Ottawa, Ontario.

2. THE CONTRACTS

Master Policy means the Master Policy issued by Manulife to EC.

Provisions mean the provisions of the Master Policy applicable to individual insurances effected under the terms of the Master Policy.

Insurance and **Coverage** refers to the insurance provided to you and your eligible dependants under the Master Policy for the cost of covered pharmaceutical services and medications provided in Québec under the Master Policy and which we have granted as evidenced by the Certificate we have issued in consideration of the statements made by you in your application and of the payment by you of the premiums specified in Part 3.

Certificate means the Certificate issued by us to an Insured Person as evidence of the granting by us of an Insurance under the Master Policy.

3. MEANINGS RELATING TO DRUG COVERAGE

Coverage Code is the numerical code we use to identify a particular Coverage granted under the Master Policy of such coverages available.

Physician means a Doctor of Medicine, duly licensed to practice medicine, or any other practitioner recognized by the College of Physicians and Surgeons in Québec. The Physician must be other than yourself or a member of your family residing with you.

RAMQ Formulary refers to the drug formulary prepared by the Régie de l'assurance-maladie du Québec in accordance with the Health Insurance Act.

Allowable Expenses means expenses incurred which are:

- a) for pharmaceutical services and medications provided in Québec and specifically listed in the RAMQ Formulary;
- b) recommended as medically necessary by a Physician, a medical resident or a dentist;
- c) reasonable and customary in comparison with the fees and prices generally charged in the area concerned; and
- d) not payable by, nor reimbursed by, any government plan of insurance. Expenses which would have been paid by a government plan, if satisfactory application for benefit payment had been submitted, shall not be considered Allowable Expenses.

Part 2: CONTRACTUAL ARRANGEMENTS

1. **The Legal Contract** We have agreed with EC under the terms of the Master Policy to issue Insurances to certain persons who meet specified conditions. Your certificate has consequently been issued in consideration of the statements made by you in your application, a copy of which should be attached to your Certificate. The Certificate, any endorsement thereto, your application and these Provisions, subject to any amendments thereto made in accordance with the terms set out in these Provisions, shall constitute the entire contract between us and the Insured Person named in the Certificate. Only the President of Manulife has the power to make or modify the contract of insurance.
2. **Effective Date of Insurance** The insurance described herein takes effect on the Effective Date written in the Schedule with respect to yourself and your dependants listed in the Schedule of Benefits at the time of issue of this Certificate. Eligible dependants may be subsequently added to the list of those insured under this coverage by submitting a written application to the Insurer, with the applicable premium. Their insurance shall take effect on the Effective Date written in the endorsement adding their names to the list of covered dependants. All periods of insurance shall begin and end at 12:01 A.M. Standard Time, at the office address of the Insured Person.
3. **Renewal, Amendment or Termination of the Master Policy** The term of the current Master Policy covers the period from January 1, 1997, through August 31, 1997. Thereafter, the Master Policy will be automatically renewed on the 1st day of September each year unless either we or EC shall have given the other party six months notice in writing of the cancellation of the Master Policy.

In the event of such cancellation, EC will notify you as at the date of cancellation of the arrangements made by them for the continuation of your Insurance.

The terms and conditions of the Master Policy may, at any time, be amended by agreement between EC and us without requiring your consent or without notice being given to you, except that if such amendment modifies the terms and conditions of your Insurance, then we will provide you with endorsements or amending documents.

NO AMENDMENT TO THE MASTER POLICY WHICH ADVERSELY AFFECTS YOUR INSURANCE WILL BE APPLIED RETROACTIVELY.

4. **Termination of Your Insurance** Your Insurance will terminate, if and when:
 - a) the Master Policy is terminated.
 - b) you fail to pay a required premium by the due date or within the Days of Grace. (See Part 3)
 - c) you cease to be a resident of Québec within the meaning of the Health Insurance Act (R.S.Q., chapter A-29) and duly registered with the Régie de l'assurance-maladie du Québec.

Insurance of a dependant will terminate, if and when:

- a) your insurance terminates.
- b) your dependant ceases to be a resident of Québec within the meaning of the Health Insurance Act (R.S.Q., chapter A-29) and duly registered with the Régie de l'assurance-maladie du Québec.

- c) your dependant ceases to be a Dependant, as defined. Insurance of a spouse will terminate upon divorce, separation, or nullity of the marriage. In the absence of legal marriage, a de facto separation of more than three months shall terminate the insurance of a spouse.
5. **Reinstatement** Where your insurance or that of your dependants has been terminated for any reason, the insurance will not be reinstated except at a date determined by the Insurer, for benefits determined at the discretion of the Insurer, and in accordance with provisions and procedures set forth by the Insurer from time to time.
6. **Misstatement of Age** Where the date of birth of you or your dependants has been misstated, the true date of birth shall govern and the benefits, if any allowed hereunder, shall be limited to those which would have been allowed had the true date of birth been stated on the application.
7. **Non-Waiver** Any waiver or failure to insist upon performance or observance of any covenant, condition, or provision of the Master Policy by us shall not be construed as a waiver of a subsequent breach, in whole or in part, of the same covenant, condition, or provision.
8. **Currency** All amounts payable under this Insurance either to or by us shall be payable in Canada in lawful Canadian currency.
9. **Governing Laws** Your Insurance is subject to the laws of the Province of Québec.
10. **Limitation Period** Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, or other applicable legislation.
11. **Beneficiary** There is no right to name a beneficiary under this certificate.
12. **Right to Obtain Copies of Documents** On request, the insurer will furnish to a claimant or insured person a copy of the applicable individual's application and any written document provided to the insurer as evidence of insurability, to the extent required by law.

Part 3: PREMIUMS AND NOTICE OF CHANGE OF ADDRESS

1. **The Consideration** The insurance granted by your Certificate is in consideration of you paying the Premiums as and when due.
2. **When Due** The premium for this insurance is payable in advance and is due and payable on the Effective Date of coverage and thereafter on each renewal premium due date. The initial premium and subsequent annual premiums may be paid in instalments in accordance with the terms, conditions and arrangements currently in force for such payments at the time that they become due.
3. **Days of Grace** To give you time to pay your premiums, 31 Days of Grace are allowed counting from the due date of each premium or instalment. During this period, the Insurance will remain in force subject to the subsequent payment of the premium within the Days of Grace.
4. **Amount of Premium** The amount of each premium will be determined according to your attained age on the premium due date, the Coverage Code under which your Coverage has been granted and the then current premium rates in effect under the terms of the Master Policy subject to any adjustment to the standard premium rate specified in your Certificate. The premiums so determined, or the instalment amount thereof, will be billed by Manulife.
5. **Errors in the Billings** Should the amount billed by us be subsequently determined to be incorrect, the error shall be rectified and if any balance is owing by you, an amended billing will be issued and the amount of the adjustment will be due for payment within 31 days of the date of that billing.
- No rectification, however, will be made retroactively for a greater period than 6 months if the premiums billed have been less than the correct amount, unless the error was due to incorrect information supplied by you or on your behalf.
6. **Late Payments of Premiums** Your coverage ceases to be in force if any premium is not paid by the due date or within the subsequent Days of Grace.

7. **Absence of the Receipt of a Billing Notice** Should you fail to receive a billing notice within 5 days of a premium due date, you should nevertheless make a conditional payment to us within the Days of Grace not less than the amount of premium that you were billed on the preceding premium due date. Should you not receive a billing, you should notify us by registered mail.

The conditional payment will be subject to adjustment if necessary when the error in the billings has been rectified.

8. **Variations in Premiums** Premiums may change as you get older. Also, we have reserved the right to change the premium rates but if we increase them, then we will notify you of such an increase.
9. **Notice of Change of Address** You have the obligation to inform us of any change of address without delay. Where no notice of change of address has been received, the last address given by you to us will be presumed accurate for all purposes of the Master Policy.

Part 4: BENEFITS

1. **Agreement to Pay** Subject to the terms and limitations set out in these Provisions, and upon receipt and approval by us of due proof that you or your dependants while covered under this insurance have incurred any Allowable Expenses, we shall reimburse you for such costs less any reduction under the Coordination of Benefits clause, and subject to the provisions of the Master Policy with respect to the Deductible Amount per Adult, Coinsurance Percentage and Maximum Annual Contribution per Adult.
2. **Deductible Amount Per Adult** The Deductible Amount per Adult is the portion of Allowable Expenses that must be incurred in each calendar year and borne entirely by yourself before reimbursement of any cost may be made. The Deductible Amount of \$50 per Adult shall be applied separately to yourself and your spouse. Allowable Expenses incurred by your children may be combined with costs incurred by you and used to satisfy the Deductible Amount per Adult applicable to yourself.
3. **Coinsurance Percentage** The Coinsurance Percentage is the percentage of Allowable Expenses in excess of the Deductible Amount per Adult that we reimburse. The amount corresponding to the Coinsurance Percentage is referred to as the Coinsurance Amount in these provisions. The plan covers 80% of the first \$2,500 in excess of the deductible amount. Thereafter, eligible drugs are reimbursed at 100%.
4. **Maximum Annual Contribution Per Adult** The Maximum Annual Contribution per Adult is the maximum amount of Allowable Expenses that must be borne by yourself. The Maximum Annual Contribution of \$550 per Adult shall consist of the Deductible Amount and the amount of Allowable Expenses not reimbursed by us and shall be applied separately to yourself and your spouse. Allowable Expenses incurred by your children may be combined with costs incurred by you and used to satisfy the Maximum Annual Contribution per Adult applicable to yourself.
5. **Coordination of Benefits** If a person covered under this insurance is also covered under another plan, benefits under all plans are adjusted so as to limit the combined payment to 100% of the cost of covered pharmaceutical services and medications.

Consequently, benefits payable under this insurance will be reduced by benefits received or receivable from any other plan, as determined by this section.

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) pay(s) next. This will be determined as follows:

- a) If the other plan(s) do(es) not have a coordination of benefits provision, then the other plan(s) pay(s) before this insurance does. Most, if not all, Insurance Company plans have such a provision.

b) Otherwise, if the other plan(s) cover(s) your dependants as other than a dependant, then the other plan(s) pay(s) before this insurance does.

c) Otherwise, the plan of the parent 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.

“Plan” means any contract of insurance or other arrangement, prepaid health coverage, or student accident insurance.

Part 5: CLAIMS

1. **Submitting a Claim** For pay direct drug claims with a participating pharmacy, provided such claims are for Allowable Expenses, you need only pay the Deductible Amount and the Coinsurance Amount to the pharmacy. Thereafter, we will settle the claim without involving you further.

For other than pay direct drug claims with a participating pharmacy, claim forms are available from our Toronto Office. Claim forms can also normally be obtained from your local Authorized Representative.

Should you have any difficulties in obtaining the necessary claim forms, you should notify us in writing at our Toronto Office so that we can take the necessary steps to ensure that a claim form is delivered to you.

Be sure to complete the Claim Form fully and attach original bills to substantiate your claim.

2. **Proof of Loss** For other than pay direct drug claims with a participating pharmacy, written proof, as detailed in the Claim Form, must be submitted to us within 18 months of the date of the loss, but no more than 6 months after the date your insurance terminates.
3. **Legal Action** Any action or proceeding against the Company shall be commenced within one year after the cause of action arose or as specified in your province of residence.

Part 6: LIMITATIONS

1. **Non-Participating Contracts** Your insurance does not participate in our general surplus. However, EC closely monitors the plan's experience and negotiates with us on your behalf to ensure that the coverage we provide to you continues to meet your needs at the best possible rates.
2. **Limitations** Your insurance does not cover any loss, or any expenses that you or your dependants may obtain, and to which that person is otherwise entitled, pursuant to an Act of Québec, an Act of the Parliament of Canada, or the laws of another province of Canada or another country, or under a program administered by a government or by a government department or agency.

Part 7: ELIGIBILITY REQUIREMENTS FOR INSURANCE

A **Member** is a person who, at the time of application, was:

- a) legally qualified to practice, or was training for, the profession of engineering and registered as a member of one of the provincial or territorial associations constituting Engineers Canada or an affiliate organization, as listed in [Appendix A, section i](#), including professional engineers, geoscientists, technicians, technologists, architects; members-in-training; student engineers who were members of the Student Section in an association or order where such Student Section exists and who were within 24 months of their expected date of graduation from a program accredited by the Canadian Engineering Accreditation Board ; members whose rights and privileges have been suspended, or suspended members; or retired members;
- b) a permanent full-time employee of Engineers Canada, the Ontario Society of Professional Engineers (OSPE), Genium360 or one of the participating associations listed in [Appendix A, section ii](#);

- c) a member, including a member whose rights and privileges have been suspended, or a suspended member of the Engineering Institute of Canada who transferred his/her coverage to the Canadian Council of Professional Engineers plan as of June 1, 1979;
- d) employed as a Forest Resource Technologist or Technician and who was registered as a member of the Applied Science Technologists and Technicians of British Columbia as at December 1, 2003; and whose membership in said association was transferred to the Association of British Columbia Professional Foresters effective December 1, 2003; or
- e) a limited licensee, being the holder of a limited engineering license, registered with one of the provincial or territorial associations constituting Engineers Canada or an affiliate organization, as listed in [Appendix A, section i](#), to practice professional engineering within a defined scope, or for specific acts only.

For Québec residents only, at any time, are excluded members who are in one of the following situations:

- a) are not gainfully employed, solely for the period during which they are in such situation;
- b) are holding a permanent disabled status;
- c) are holding a retiree status; or who
- d) have returned to school on a full-time basis.

Appendix A

Section (i):

Professional Engineers

- Association of Professional Engineers and Geoscientists of Alberta
- Engineers and Geoscientists British Columbia
- Engineers and Geoscientists Manitoba
- Engineers and Geoscientists New Brunswick
- Professional Engineers and Geoscientists of Newfoundland & Labrador
- Northwest Territories and Nunavut Association of Professional Engineers and Geoscientists
- Association of Professional Engineers Nova Scotia
- Ontario Society of Professional Engineers
- Engineers P.E.I.
- Association of Professional Engineers and Geoscientists of Saskatchewan
- Engineers Yukon; or
- Genium360

Section (ii):

Technicians and Technologists Associations

- Ordre des technologues professionnels du Québec
- The Association of Science & Engineering Technology Professionals of Alberta
- The Ontario Association of Certified Engineering Technicians and Technologists
- Certified Technicians and Technologists Association of Manitoba
- The Applied Science Technologists and Technicians of British Columbia
- The Society of Certified Engineering Technicians and Technologists of Nova Scotia
- New Brunswick Society of Certified Engineering Technicians and Technologists
- Association of Engineering Technicians and Technologists of Newfoundland Inc.
- Saskatchewan Applied Science Technologists and Technicians
- Island Technology Professionals; or

Geoscientists Associations

- Association of Professional Geoscientists of Ontario
- Geoscientists Nova Scotia
- Ordre des Géologues du Québec

Architects Associations

- Ordre des Architectes du Québec
- Manitoba Association of Architects
- Newfoundland and Labrador Association of Architects
- Architects' Association of New Brunswick
- Nova Scotia Association of Architects

SAMPLE

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Accessible formats and communication supports are available upon request.

Visit [manulife.ca/accessibility](https://www.manulife.ca/accessibility) for more information.

