

**ABC Benefits Corporation** continuing the operation of Alberta Blue Cross Plan (hereinafter referred to as “**Blue Cross**”) hereby covers the employees of:

**DUNVEGAN GARDENS (AB) LTD**

(herein called the “**Contract Holder**”) who are eligible for coverage in accordance with the provisions of this Contract and who make written application for such coverage as herein provided.

**GROUP NUMBER:** 22627

**EFFECTIVE DATE:** This Contract takes effect at 12:01 a.m. local time at the Contract Holder’s address on the 1st day of May, 2006.

The first contract year shall run from the effective date of coverage until the 30th day of April, 2007.

All subsequent contract years will commence on the 1st of May each subsequent year.

**MEMBER RATES:** Member rates are payable in advance on the effective date of coverage and on the first day of each subsequent month.

**BENEFITS:** Extended Health Plan  
Prescription Drugs  
Hospital  
Health  
Out of Province Emergency Travel  
Vision Care  
Dental Plan  
Basic  
Extensive  
Orthodontic

Signed for ABC Benefits Corporation at Edmonton, Alberta, Canada on this 26th day of April, 2006.



R. Malin  
President and CEO



R. Martin  
Vice-President

Examined by:

**Benefit Summary**  
(ABC Benefits Corporation)

**Contract Holder:** DUNVEGAN GARDENS (AB) LTD  
**Group Number:** 22627

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**Effective Date:** The effective date of the following summary of the terms and benefits of this Contract is 01 May, 2006.

**Employee Eligibility:** In order to be eligible for all benefits under this Contract, an Employee, as defined in Subsection 1.1, Definitions must be required to work at least 30 hours per week. The following classes of Employees are eligible for benefits under this Contract:

Class A            All Full-Time Employees

All above classes will become eligible for coverage at the expiration of the waiting period. All Employee individual applications should be completed and submitted to Blue Cross within 31 days of the start of this eligibility period.

Retirees and individuals employed on a casual, seasonal or contract basis are not eligible for coverage.

**Waiting Period:** The 1st of the month coincident with or next following 6 months of permanent employment for all eligible employees hired after the effective date. Nil for all eligible employees hired before the effective date.

**Coverage Change Date:** The date that the Employee's coverage will commence, increase or decrease in response to a change in status will be as of the 1st of the month following the day on which the employee's status changes.

**Overall Contract Maximum:** \$2,000,000 combined maximum per Participant each Benefit Year applicable to all Benefits.

**Termination of Benefits:** Benefit Coverage terminates at 12:01 AM on the 1st of the month following the earlier of retirement, termination of employment or age 70.

**Benefit Summary**  
(ABC Benefits Corporation)

**Contract Holder:** DUNVEGAN GARDENS (AB) LTD

**Group Number:** 22627

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**Enrolment Requirements:**

The minimum enrolment for each line of benefit is 5 Members. Participation required under each line of benefit is mandatory unless an Employee is covered under another group plan through a Spouse or other Employer.

Eligible Employees with Eligible Dependents must enrol for family coverage. Any Employee and/or Dependent(s) who do not enrol for benefits under this Contract due to coverage under another group plan will not be eligible to enrol at a later date without proof of loss of other coverage.

**Benefit Summary**  
(ABC Benefits Corporation)

**Contract Holder:** DUNVEGAN GARDENS (AB) LTD  
**Group Number:** 22627  
**Effective Date:** 01 May, 2006

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**EXTENDED HEALTH PLAN**

**Prescription Drug Benefits**

**Classification of Employee:** Class A  
**Payment Basis:** Direct Bill  
**Least Cost Alternative Pricing:** Applied  
**Maximum:** \$1,500 per Participant each Benefit Year

**Prescription Drug Core Benefits**

**Co-payment:** 80%  
**Eligible Drugs:** Drugs requiring a prescription by Provincial or Federal Law  
Convention Drugs  
**Aerochamber Device:** \$40 in a consecutive 24 month period for children under 11 years of age  
**Allergy Serums:** Included  
**Blood Testing Monitor:** \$150 per Participant per 5 year period  
**Contraceptive Drugs:** Drugs with a duration of action greater than 100 days are limited to \$250 per Participant in a 60 month period  
**Diabetic Supplies:** Standard diabetic supply package  
**Exclusions:** Selected Over the Counter Drug Products  
Smoking Cessation Products  
Fertility Products  
Sexual Dysfunction Products  
Weight Loss Products

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**Benefit Summary**  
(ABC Benefits Corporation)

**Contract Holder:** DUNVEGAN GARDENS (AB) LTD  
**Group Number:** 22627  
**Effective Date:** 01 May, 2006

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**Hospital Benefits**

**Classification of Employee:** Class A  
**Co-payment:** 100%  
**Private/Semi-Private:** \* Direct payment basis  
**Long Term Care Facility:** \* \$1,000 per Participant each Benefit Year

\* *Services subject to a per visit maximum based on the current Alberta Blue Cross Schedule of Fees*

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**Benefit Summary**  
(ABC Benefits Corporation)

**Contract Holder:** DUNVEGAN GARDENS (AB) LTD  
**Group Number:** 22627  
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**Health Benefits**

**Extended Health Core Benefits**

<b>Classification of Employee:</b>	Class A
<b>Co-payment:</b>	100%
<b>Accidental Dental:</b>	\$2,000 per Participant per accident for repair, extraction and/or replacement of natural teeth
<b>Ambulance Services:</b>	To a maximum set in the current Blue Cross schedule of ambulance rates. Response fees covered if treatment provided.
<b>Home Nursing Care:</b>	\$15,000 per Participant in any 3 year period
<b>Manual Hospital Beds:</b>	Rental, purchase or repair to a lifetime maximum of \$1,500 per Participant
<b>Manual Wheelchairs:</b>	Rental, purchase or repair once per Participant in a 3 year period
<b>Mastectomy Prosthesis:</b>	\$200 per prosthesis once per Participant in a 24 month period
<i>Supporting Brassiere</i>	\$50 each to a maximum of 2 per Participant each Benefit Year
<b>Prosthetics:</b>	Conventional artificial limbs and eyes

**Benefit Summary**  
(ABC Benefits Corporation)

**Contract Holder:** DUNVEGAN GARDENS (AB) LTD  
**Group Number:** 22627  
**Effective Date:** 01 May, 2006

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**Complementary Health Option**

**Classification of Employee:** Class A  
**Co-payment:** 100%  
**Braces:** 70% of eligible expense once per limb in a 24 month period  
**Chiropodist/Podiatrist:** \* \$500 per Participant each Benefit Year  
**Diagnostic Services and Laboratory Testing:** \$150 per Participant each Benefit Year  
**Eye Examinations:** \* 1 eye examination per Participant in a 24 month period  
**Foot Orthotics:** 70% to a maximum of \$300 per Participant each Benefit Year  
**Hearing Aids:** \$750 per Participant in a 4 year period  
**Ileostomy, Colostomy, Urinary Catheters and Supplies:** 80% to a maximum of \$1,200 per Participant each Benefit Year  
**Medical Aids:**  
*Casts, Canes* Included  
*Cervical Collars, Crutches* Included  
*Splints, Trusses* Included  
*Stump Socks* 6 pair per Participant each Benefit Year  
*Surgical Stockings* 2 pair per Participant each Benefit Year  
*Traction Kits, Walkers* Included  
*Wig/Hairpiece* \$250 per Participant in a 5 year period  
**Medical Durable Equipment:** 70% to a maximum of \$1,500 per Participant each Benefit Year  
**Orthopaedic Shoes:** \$250 per Participant each Benefit Year  
**Osteopath:** \* \$500 per Participant each Benefit Year  
**Oxygen and Equipment:** \$2,500 per Participant each Benefit Year  
**Physiotherapist:** \* \$500 per Participant each Benefit Year  
**Psychologist/  
Master of Social Work:** \* \$750 per Participant each Benefit Year  
**Speech Language Pathologist:** \* \$750 per Participant each Benefit Year

\* *Services subject to a per visit maximum based on the current Alberta Blue Cross Schedule of Fees*

**Benefit Summary**  
(ABC Benefits Corporation)

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**Enhanced Health Option**

**Classification of Employee:** Class A  
**Co-payment:** 100%  
**Maximum:** All services provided under the Enhanced Health Option have a combined maximum of \$500 per Participant each Benefit Year  
**Acupuncturist:** \* Included  
**Chiropractor:** \* Included  
**Massage Therapist:** \* Included  
**Naturopath** \* Included

\* *Services subject to a per visit maximum based on the current Alberta Blue Cross Schedule of Fees*

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**Benefit Summary**  
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**Contract Holder:** DUNVEGAN GARDENS (AB) LTD  
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**Out of Province Emergency Travel Benefits**

Benefits are provided as a result of a medical emergency which occurs outside the Participant's province of residence.

<b>Classification of Employee:</b>	Class A
<b>Co-payment:</b>	100%
<b>Benefit Period:</b>	30 Days
<b>Maximum:</b>	\$2,000,000 in Canadian funds per Participant per incident, subject to the overall Contract maximum
<b>Accidental Dental:</b>	\$2,000 per Participant per accident to natural teeth
<b>Air Ambulance:</b>	Included
<b>Ambulance Services:</b>	To the nearest qualified medical facility
<b>Cremation or Burial:</b>	Cost of cremation or burial at place of death, to a maximum of \$2,500
<b>Dental Pain Relief:</b>	\$200 per Participant per trip
<b>Diagnostic Services:</b>	Laboratory services, x-rays, blood and blood plasma
<b>Drugs:</b>	Included
<b>Expenses to Visit the Covered Person:</b>	
<i>Transportation</i>	One round trip economy airfare
<i>Meals/Accommodation</i>	\$150 per day per Participant to a maximum of \$1,500 per incident
<b>Hospital Accommodation:</b>	Included
<b>Incidental Expenses:</b>	\$100 per inpatient per hospital stay
<b>Meals and Accommodations:</b>	\$150 per day per Participant to a maximum of \$1,500 per incident for unavoidable additional expenses when remaining with a sick or injured travelling companion
<b>Medical Aids:</b>	
<i>Casts, Canes</i>	Included
<i>Crutches, Slings</i>	Included
<i>Splints, Trusses</i>	Included
<i>Temporary Wheelchair Rental, Walkers</i>	Included

**Benefit Summary**  
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**Contract Holder:** DUNVEGAN GARDENS (AB) LTD  
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**Medical Evacuation:**

*Air Ambulance* Included  
*Repatriation* Included

**Nursing Care:** On the written order of a physician during and following hospitalization

**Outpatient Expenses:** Included

**Paramedical Practitioners:**

*Chiropractor* \$300 per Participant per trip  
*Chiropodist/Podiatrist* \$300 per Participant per trip  
*Physiotherapist* \$300 per Participant per trip

**Physicians and Surgeons Fees:** Included

**Return of Deceased:** Cost of preparation and homeward transportation to province of residence, excluding the cost of a coffin, to a maximum of \$7,000

**Travel Assistance:** In the event of a medical emergency contact must be made with the travel assistance service

**Vehicle Services:** \$1,000 per incident

**Restrictions:** The Out of Province Emergency Travel Benefits will only cover the first 30 days per trip

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**Benefit Summary**  
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**Vision Care Benefits**

**Classification of Employee:** Class A

**Adult:** Participants 19 years of age and older  
**Child:** Participants under 19 years of age

**Co-payment:** 100%

**Maximum:** Adult \$250 per Participant each Benefit Period  
Child \$250 per Participant each Benefit Period

**Benefit Period:** Adult 24 consecutive months  
Child 12 consecutive months

**Eligible Benefits:** Contact Lenses  
Eye Glasses (Frames and/or Lenses)  
Intraocular Lenses  
Laser Eye Surgery, including assessment fees

**Exclusions:** Industrial Safety Glasses  
Sunglasses  
Eye Examinations

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**Benefit Summary**  
(ABC Benefits Corporation)

**Contract Holder:** DUNVEGAN GARDENS (AB) LTD  
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**DENTAL PLAN**

**Fee Schedule:** Usual and Customary dental fees as determined by Alberta Blue Cross

**Basic Benefits**

**Classification of Employee:** Class A

**Adult:** Participants 19 years of age and older  
**Child:** Participants under 19 years of age

**Co-payment:** 80%

**Maximum:** \$1,500 per Participant each Benefit Year  
Combined maximum with Extensive Benefits

**Diagnostic Services:**

<i>Complete, Comprehensive and General Oral Exams</i>	1 of each exam per Participant in a 5 year period
<i>Limited Oral, Recall or Specific Oral Exam</i>	Adult 1 per Participant in a 12 month period Child 1 per Participant in a 6 month period
<i>Emergency Exams</i>	Included
<i>Complete Series/Panoramic Radiographs</i>	1 set per Participant in a 24 month period
<i>Bitewing Radiographs</i>	Adult 1 set per Participant in a 12 month period Child 1 set per Participant in a 6 month period
<i>Consultations</i>	Only when performed by another Health Care Professional
<i>Unmounted Diagnostic Casts</i>	In conjunction with the placement of fixed or removable prosthetics

**Preventive Services:**

<i>Polishing</i>	Adult 1 time unit per Participant in a 12 month period Child 1 time unit per Participant in a 6 month period
<i>Scaling and/or Root Planing</i>	4 time units per Participant in any 12 month period
<i>Fluoride Treatment</i>	Child 1 per Participant in a 6 month period
<i>Pit and Fissure Sealant</i>	Child 1 per permanent posterior tooth in a 5 year period
<i>Space Maintainers</i>	Included

**Restorative Services:**

<i>Restorations</i>	1 per surface in a 24 month period to a maximum of 5 surfaces per tooth (or dollar equivalent)
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**Benefit Summary**  
(ABC Benefits Corporation)

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**Effective Date:** 01 May, 2006

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**Oral Surgery:**

*General Surgery Exam* 1 per Participant in a 5 year period  
*Uncomplicated and Surgical Extractions* Included  
*General Anesthesia and Deep Sedation* Administration and facilities

**Endodontics:**

*Endodontic Exam* 1 per Participant in a 5 year period  
*Root Canal Therapy* 1 per tooth in a 24 month period  
*Apicoectomy* Included  
*Retrofill* Included  
*Pulpectomy* Included  
*Pulpotomy* Included

**Removable Appliances:**

*Prosthodontic Edentulous Exam* 1 in a 5 year period  
*Complete Dentures* 1 upper and/or 1 lower per Participant in a 5 year period  
*Partial Dentures* 1 upper and/or 1 lower per Participant in a 5 year period

**Denture Services:**

*Rebasing and Resetting* Providing at least 5 years has lapsed from placement of denture  
*Adjustments* Providing at least 3 months has lapsed from placement of denture  
*Relines* 1 service per denture in a 24 month period  
*Liners* 1 service per denture in a 24 month period  
*Tissue Conditioning* 1 service per denture in a 24 month period  
*Repairs* Included

**Pre-Authorization Amount:** \$1,000

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**Benefit Summary**  
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**Group Number:** 22627  
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**Extensive Benefits**

**Classification of Employee:** Class A

**Adult:** Participants 19 years of age and older  
**Child:** Participants under 19 years of age

**Co-payment:** 50%

**Maximum:** \$1,500 per Participant each Benefit Year  
Combined maximum with Basic Benefits

**Diagnostic Services:**  
*Fixed Oral Rehabilitation*  
*Exam* 1 per Participant in a 5 year period

**Prosthetic Services (Limited to one of the following services per tooth):**  
*Crowns* 1 in a 5 year period when tooth cannot be adequately restored to form and function with a filling  
*Fixed Bridges* 1 in a 5 year period  
*Inlays and Onlays* 1 in a 5 year period when tooth cannot be adequately restored to form and function with a filling  
*Processed Veneers* 1 in a 5 year period when tooth cannot be adequately restored to form and function with a filling  
*Posts & Cores* 1 in a 5 year period

**Pre-Authorization Amount:** \$1,000

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**Benefit Summary**  
(ABC Benefits Corporation)

**Contract Holder:** DUNVEGAN GARDENS (AB) LTD  
**Group Number:** 22627  
**Effective Date:** 01 May, 2006

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**Orthodontic Benefits**

**Classification of Employees:** Class A  
**Child:** Participants under 19 years of age  
**Co-payment:** 50%  
**Maximum:** \$2,500 Lifetime per Participant

**Diagnostic Services**  
*General Orthodontic Exam* 1 per Participant in a 5 year period

**Habit-Breaking Appliances:** Included, for primary and mixed dentition only

**Orthodontic Services:**  
*Fixed or Removable Appliances* Included  
*Functional Appliance Therapy* Included  
*Formal Banding Treatment* Included

**Pre-Authorization:** Treatment Plan Required

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**Rate Summary**  
(ABC Benefits Corporation)

**Contract Holder:** DUNVEGAN GARDENS (AB) LTD  
**Group Number:** 22627  
**Effective Date:** 01 May, 2006

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**RATES**

The following rates are effective 01 May, 2006.

<u>Benefits</u>	<u>Single</u>	<u>Monthly Rates</u>	<u>Family</u>
<b>Extended Health Plan</b>	\$44.06		\$110.18
Prescription Drugs			
Hospital			
Health			
Out of Province Emergency Travel			
Vision Care			
<b>Dental Plan</b>	\$33.62		\$93.00
Basic			
Extensive			
Orthodontic			

The above rates are guaranteed for 12 months from 01 May, 2006, except as described in Subsection 2.5, Determination of Rates.

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## Section 1 - Contract Provisions

### 1.1 Definitions

This subsection contains the definitions of words used in this Contract. Words, which have special meanings with respect to a particular benefit line, are defined in Section 5 and Section 6 of this Contract. All references to the masculine gender in this Contract shall include the feminine gender unless the context clearly indicates otherwise.

- (a) **Actively at Work:** A Member shall be considered to be Actively at Work on a specified day if he reports for work at his usual place of employment with the Contract Holder and is able to perform the normal duties of his occupation on a regular permanent basis. If a Member is not required to report for work on the specified date, due to paid vacation, statutory holidays or a regular non-working day, he shall be considered to be Actively at Work.
- (b) **Benefit:** The amount of money paid or due to be paid by Blue Cross for services or supplies provided for in this Contract, and for which Member rates have been paid.
- (c) **Benefit Maximums:** Unless otherwise stated, benefit maximums will be the maximum payment available to each Participant for the benefit period specified.
- (d) **Benefit Period:** The period of time commencing with a specific date and ending with a specific date in the future for which the frequency units of services may be rendered or benefit maximums may apply.
- (e) **Benefit Year:** The consecutive 12 month period commencing on the Group's Effective Date.
- (f) **Consultation:** A situation where the Health Care Professional requests the opinion of another Health Care Professional, with a level of competence to give appropriate advice in this situation, because of the complexity, obscurity or seriousness of the case.
- (g) **Contract:** The Contract refers to this document.
- (h) **Contract Holder:** The company, employer or organization whom has entered into this Contract with Blue Cross.
- (i) **Contributory:** A benefit of this Contract is contributory if the Member is required to pay part or all of the Member rates for the benefit.
- (j) **Co-payment:** The percentage of eligible expense, which Blue Cross agrees to reimburse the Member, for extended health and/or dental care services and supplies.

(k) **Dependent:** The Member's eligible spouse and children as defined below, residing in Canada or the United States of America.

- 1) **Spouse** shall mean a person who is legally married to the Member, or who is not legally married to the Member but has continuously resided with the Member for not less than 12 consecutive months having been represented as members of a conjugal relationship (common-law).

The Member requesting coverage for a common-law spouse must give written notice to Blue Cross. Unless such written request is made, the person legally married to the Member shall be considered to be the covered spouse. Discontinuance of cohabitation with the Member shall terminate coverage of the common-law spouse.

The Member cannot claim a status of legally married and common-law at the same time. Only 1 spouse, as defined above, can be covered during any 1 period of time.

- 2) **Children** shall mean the Member's natural, adopted, stepchildren or children for whom the Member is a guardian who are dependent upon the Member for financial care and support. Such children must be:

- i) unmarried,
- ii) unemployed and not eligible to apply for coverage as a Member under another employer sponsored plan, and
- iii) less than 21 years of age; or, if 21 years of age but less than 26 years of age, they must be attending an accredited educational institution, college or university on a full-time basis.

Unmarried and unemployed children 21 years of age or older shall qualify, if they are dependent upon the Member by reason of a mental or physical disability, and became totally disabled prior to attaining age 21, and who have been continuously disabled since that time. Unmarried and unemployed children who became totally disabled while attending an accredited educational institution, college or university on a full-time basis prior to their attaining age 26, and have been continuously so disabled since that time shall also qualify as a Dependent.

The children of the Member's common-law spouse shall be covered provided the children are dependent upon the Member for financial care and support.

All changes to add or delete eligible Dependents must be made in writing to Blue Cross.

- (l) **Effective Date:** The date on which the benefits become available to Participants.
- (m) **Eligible Expense:** Charges incurred by the Participant for health-care products, services and supplies, defined as benefits in this Contract, are considered eligible expenses to the extent that they are:
  - 1) usual, customary, and reasonable, in the opinion of Blue Cross,
  - 2) expenses for which payment is to be/was made by Blue Cross pursuant to the provisions of this Contract,
  - 3) provided by a person who does not normally reside in the Participant's home and is not a member of the Participant's immediate family,
  - 4) medically necessary,
  - 5) incurred after the effective date of this Contract and while this Contract is in effect, unless otherwise specified,
  - 6) recommended, approved, or prescribed by a Health Care Professional.

Eligible expense is considered to be incurred on the date the service was rendered or the date the supply was received.

- (n) **Employee:** A person who is a permanent Employee of the Contract Holder and is required to work at least the number of hours per week specified in the Benefit Summary. An Employee must belong at all times to the class or classes of Employees covered by this Contract as specified in the Benefit Summary. All Employees must be residents of Canada and be eligible for benefits under the provincial government health care programs in the province of residence in order to be eligible for coverage.
- (o) **Emergency:** A sudden unexpected occurrence of an unforeseen accident or illness requiring immediate medical attention.

- (p) **Evidence of Health:** All statements of health or medical evidence of a person's health, as well as other information required by Blue Cross to assess his acceptability for coverage. All evidence of health must be submitted on forms approved by Blue Cross for that purpose.
- (q) **Family Coverage:** Benefits eligible to the Member plus 1 or more eligible Dependents.
- (r) **Government Health Program:** A plan, program or arrangement, under the administrative control or regulatory law of any government in the province or territory where the Member lives which provides coverage or reimbursement for basic medical services and/or supplies.
- (s) **Group Application:** The original application for group benefits, completed by the Contract Holder, and any subsequent revisions completed and signed by the Contract Holder requesting coverage.
- (t) **Health Care Professional:** A person currently licensed, certified, or registered to practice a profession by the appropriate licensing, certification or registration authority in the jurisdiction where the care or services are provided or, where no such authority exists, has a certificate of competency from the professional body which establishes standards of competence and conduct for the profession, and is acting within the scope of that license.
- (u) **Identification Card:** Blue Cross will issue an Identification Card to each Member after acceptance of his application for coverage. This Identification Card will indicate the Member's name, the Group Number and the Identification Number. Upon termination of coverage this Identification Card becomes null and void.
- (v) **Late Applicant:** An Employee or Dependent who applies for coverage under this Contract more than 31 days after becoming eligible for coverage.
- (w) **Medically Necessary:** Services or supplies which are deemed essential, effective and appropriate in the diagnosis and/or treatment of a medical condition based on generally recognized and accepted standards of health care in Canada.
- (x) **Member:** The eligible individual who has submitted an application and has been accepted by Blue Cross for coverage.
- (y) **Non-contributory:** A benefit under this Contract is non-contributory if the Member is not required to pay any portion of the Member rates for the benefit.
- (z) **Participants:** Members and Dependents are defined in this Contract as Participants.
- (aa) **Resident:** A Member whose fixed, permanent and principal home for legal purposes is Canada.

- (bb) **Schedule of Fees:** A listing of selected Benefits which indicates the maximum fee Alberta Blue Cross will pay for those Benefits. This maximum fee is determined by Alberta Blue Cross and is reviewed on a regular basis to ensure that it is reasonable based on the market fees being charged.
- (cc) **Single Coverage:** Benefits eligible to the Member only.
- (dd) **Usual, Customary and Reasonable:** The normal charges made to an individual without coverage and which do not exceed the general level of fees and prices in the geographical area the expense was incurred. In the event charges are incurred from a provider of services and supplies whose profession has published a fee schedule for its members, “usual, customary and reasonable” charges are considered to be consistent with the amounts specified in such fee guides.
- (ee) **Waiting Period:** The period of continuous permanent employment, that must be completed by Employees in order to be eligible for coverage under this Contract. The waiting period is shown in the Benefit Summary. The waiting period may be waived for any applicant at the written request of the Contract Holder and only with the approval of Blue Cross.

### 1.2 The Contract

The entire contract between Blue Cross and the Contract Holder shall consist of:

- (a) this document and its amendments;
- (b) the Contract Holder’s group application;
- (c) the individual applications of the Members; and
- (d) any document supporting or amending the applications of the Contract Holder or Members.

All statements made by the Contract Holder and by any Member shall, in the absence of fraud, be deemed to be representations and not warranties.

This Contract has been made in, and will be interpreted according to, the laws of the Province of Alberta.

### 1.3 Non-Waiver of Contract Provisions

Failure of Blue Cross to enforce any provision of this Contract at any time shall not be construed to waive or modify such provision or to render it unenforceable at any other time or occurrence. No agent will have the authority to change or waive any provision of this Contract except as described in Subsection 1.6, Contract Amendments.

### 1.4 Conformity with Existing Laws

Any provision of this Contract, which is in conflict with any applicable federal or provincial law of the Member’s place of residence is hereby amended to conform with the minimum requirements of that law.

## 1.5 Contract Administration

The Contract Holder shall be responsible for providing Blue Cross with all information that Blue Cross will require in order to determine the individual applicant's eligibility, the effective date of the coverage, the amount of coverage and the Member rates to be charged. Any changes to this information shall be promptly reported to Blue Cross.

The Contract Holder shall allow Blue Cross or other authorized representatives, on reasonable advance notice, to inspect the records of the Contract Holder in order to verify the accuracy of eligible Employees.

Blue Cross will not be liable or responsible should the Contract Holder fail to supply to Blue Cross the required information or records.

Clerical or mechanical errors shall not prejudice the rights of Blue Cross or of any person having a beneficial interest in the coverage under this contract. If a clerical or mechanical error is discovered, the coverage will be that which would have been in force had there been no such error. An equitable adjustment of Member rates between Blue Cross and the Contract Holder shall be made.

The Contract Holder shall not be considered to be the agent of Blue Cross for any purpose under this contract.

## 1.6 Contract Amendments

This Contract can be revised or amended at any time as may be agreed upon in writing by the Contract Holder and Blue Cross. Blue Cross can unilaterally amend this Contract at any time. If, the Contract has been amended unilaterally by Blue Cross, the effective date of the amendment will not be earlier than 30 days after the date of receipt of the amendment by the Contract Holder. The payment of Member rates, which are due any time after the effective date of the amendment shall constitute acceptance of the Contract amendment by the Contract Holder. No Contract amendment is valid, unless it has been authorized by the signatures of two authorized officers of Blue Cross.

Notice of the Contract amendment to the Contract Holder by Blue Cross will constitute notice to the Members of the Contract Holder.

## 1.7 Contract Renewal

Upon completion of the initial 12 month period, the Contract will be automatically renewed on a month to month basis upon the Contract Holder paying to Blue Cross the required rates on behalf of its Members.

## 1.8 Contract Termination

- (a) This Contract will terminate if any Member rates remain unpaid at the end of the grace period, as defined in Subsection 2.3, Grace Period, allowed for the payment of Member rates. The date of termination will be the end of the grace period. If the Contract Holder has replaced this group Contract by another contract covering the same group of employees, then the termination date of this Contract shall be the earlier of the end of the grace period or 1 day before the effective date of the replacement Contract.
- (b) Either the Contract Holder or Blue Cross may terminate, at the end of any Contract month, the benefits provided by this Contract to a Member by giving to the other at least 30 days prior notice in writing. The effective date of termination will be the later of the end of the month, in which the notice of termination was received by Blue Cross, or the date requested in the notice of termination.
- (c) In the event the group Contract terminates or benefits provided to a Member terminate, notice by Blue Cross to the Contract Holder of such termination shall constitute notice to the Member(s).
- (d) The Member's benefits will be terminated as specified in the Benefit Summary.
- (e) Blue Cross may terminate this Contract as of any payment due date by providing at least 30 days prior notice in writing to the Contract Holder, if:
  - 1) the enrolment and participation levels do not meet the minimum enrolment requirements specified in the Benefit Summary, or
  - 2) the Contract Holder does not perform, in good faith, its obligations under this Contract.
- (f) The benefits provided by this Contract shall terminate automatically if the Member's regular employment with the Contract Holder is terminated, unless the group has made arrangements through a prior agreement with Blue Cross to continue coverage.
- (g) Upon termination of this Contract, Blue Cross shall be relieved of any liability in providing the benefits of this Contract for all Participants beyond the date of termination, unless otherwise stated in this Contract.
- (h) Termination of the rights and benefits of the individual Member shall also mean termination of the rights and benefits of his Dependents.

### 1.9 Privacy

- (a) At time of enrolment and from time to time thereafter, the Contract Holder will provide information to Blue Cross related to Members and their Dependents which falls under the authority of provincial and/or federal privacy legislation. It shall be the responsibility of the Contract Holder to obtain written consent from the Members and, if required, from their Dependents to collect this information and to disclose it to Blue Cross and, further, to maintain this consent on file. Blue Cross accepts no liability for any claims, demands, costs, losses, actions, suits or proceedings, including legal fees and disbursements, that arise out of or are attributable to the Contract Holder's failure to comply with these requirements.
- (b) Blue Cross acknowledges that in its capacity as a service provider to the Contract Holder Blue Cross will have access to certain private, confidential and proprietary information pertaining to the Contract Holder and its Members and Dependents including records, correspondence, files and claims, collectively called Information.  

Blue Cross acknowledges and agrees that any and all Information that Blue Cross or its employees, agents or sub-contractors learns or has access to by reason of Blue Cross's affiliation with the Contract Holder, either directly or indirectly, is of a confidential nature. Blue Cross will not disclose any Information to any other person, firm, business, corporation, association or entity of any kind, without the express written consent of the Contract Holder, its Members or Dependents as the case may be, except as may be required by law or to fulfill the terms of this Contract.
- (c) Blue Cross acknowledges and agrees to indemnify and hold harmless the Contract Holder, its employees, agents and contractors against any and all claims, demands, costs, losses, actions, suits or proceedings, including legal fees and disbursements, that arise out of or are attributable to Blue Cross failing to comply with Subsection 1.9 (b).
- (d) Blue Cross acknowledges the importance of provincial and federal privacy legislation and will take all reasonable steps to inform its employees having access to any of the information referred to in Subsection 1.9(a) and Subsection 1.9(b) about this legislation and the confidentiality requirements described in this Contract.

## Section 2 - Member Rates

### 2.1 Currency

All payments under this Contract, either to or by Blue Cross, will be made in Canadian dollars, based on the rate of exchange as determined in effect by any Canadian chartered bank, as of the date the service is rendered.

### 2.2 Member Rates and Payment Due Dates

All Member rates are due and payable by the Contract Holder to Blue Cross on the effective date of this Contract and at the beginning of each month thereafter. The Member rates are payable at either Blue Cross' head office or one of its branch offices.

### 2.3 Grace Period

After the first Member rates are paid, a period of 31 days of grace from the next payment due date will be allowed for the payment of Member rates without interest. This Contract shall remain in force during the grace period unless it has been terminated in accordance with Subsection 1.8, Contract Termination. If any Member rates remain unpaid at the end of the grace period, this Contract may be terminated as of the end of the grace period.

### 2.4 Termination

- (a) If this Contract is terminated, the Contract Holder shall be liable to Blue Cross for payment of all Member rates from the due date of the first unpaid Member rates to the date of termination.
- (b) In the event that Member rates are in arrears, Blue Cross may, at its sole discretion, elect to withhold payment of claims beyond the date to which Member rates are paid or terminate the Contract without prior notice to the Contract Holder.
- (c) If this Contract is terminated by reason of default in payment of any Member rates, Blue Cross may reinstate such Contract at its sole discretion and upon such terms and conditions as it may determine.
- (d) The acceptance by Blue Cross of the Member rates more than 31 days after the date to which Member rates are paid shall not have the effect of reinstating the present Contract. Instead, the Contract Holder may be entitled to a refund in the amount of the Member rates so accepted by Blue Cross.
- (e) If Member rates are paid to Blue Cross for a Member under more than one Contract, or if Member rates are paid at the family rate to cover persons ineligible as Dependents, Blue Cross may make a refund of Member rates, less any claims paid for such period, up to a maximum of 12 months, as it may decide at its sole discretion. Any such refund shall be in full satisfaction of all liability for repayment.

### **2.5 Determination of Rates**

The Member rates payable by or on behalf of the Member shall be as established from time to time by Blue Cross. Further, Blue Cross reserves the right to modify Member rates as a result of changes in government regulations or legislation, a significant change in the enrolment levels, a change in the method of funding, or a material change in the health care environment. Blue Cross will provide the Contract Holder with 30 days written notice of any change in the amount of Member rates.

### **2.6 Adjustments**

The Member rates for any increase or addition of coverage, which becomes effective on a date other than a payment due date, will be payable from the next payment due date following the change in coverage.

The Member rates for any decrease in coverage or termination of coverage, which becomes effective on a date other than a payment due date, will cease on the next payment due date following the change in coverage. Blue Cross shall not be required to refund Member rates, as result of the termination of a Member's coverage, for any period greater than 6 months prior to the date that the notice of termination is received by Blue Cross. Any such refund shall be calculated as Member rates, less paid claims.

## Section 3 - General Provisions

### 3.1 Application for Coverage

All eligible Employees must apply for coverage within 31 days of being eligible for coverage and maintain coverage, excepting Employees covered under another group plan through a spouse or other employer. Employees will be required to provide proof of coverage under another group plan. The application shall be made on forms approved by Blue Cross and will be applicable to all benefits of this Contract for which the applicant is eligible.

Any Employee or Dependent who does not enrol for coverage of benefits under this Contract due to coverage under another group plan will not be eligible to enrol at a later date without proof of loss of other coverage. To obtain coverage at this time, an eligible Employee must make application for coverage within 31 days of the loss of prior coverage.

When a Member with single coverage acquires a Dependent(s), he may apply for family coverage. If Blue Cross receives application within 31 days of the date the Member acquires the Dependent(s), benefits will begin on the date of acquisition of these Dependents. When application is received after the 31 days, Blue Cross may request evidence of health on the Dependent(s) at the Member's own expense. Blue Cross may, at its sole discretion, either refuse coverage to the Dependent(s) or permit membership with an effective date established by Blue Cross.

### 3.2 Commencement of Coverage

The coverage on an Employee or Dependent shall become effective on the date of eligibility except when:

- (a) the Employee is not a permanent Employee on the day that the coverage would otherwise become effective or,
- (b) the Employee or Dependent is a late applicant.

Employee eligibility is described in the Benefit Summary. A Dependent becomes eligible upon satisfying the definition of a Dependent specified in Subsection 1.1, Definitions.

If the Employee or Dependent is a late applicant, then all coverage shall be subject to the submission and approval of evidence of health, unless waived by Blue Cross. The effective date of approved coverage shall be the date established by Blue Cross and agreed upon by the Contract Holder. The evidence of health required for late applicants is to be provided at the Member's own expense.

### 3.3 Change in Status of Coverage

Upon a change in status of any Participant occurring after the Effective Date, the Participant may continue to receive the benefits of this Contract by making application in writing to Blue Cross. Such application shall be made on forms approved and supplied by Blue Cross.

The lesser Member rates applicable by reason of the Member ceasing to have eligible Dependents shall take effect only as from the first day of the month coincident with or next following the giving of notice to Blue Cross of such change.

The increased Member rates applicable by reason of the Member adding eligible Dependents shall take effect from the first day of the month coincident with or next following the giving of notice to Blue Cross of such change.

### 3.4 Termination of Coverage

(a) Except as provided in Subsection 3.5, Extension of Coverage, a Member will cease to be covered under this Contract on the earliest of the following dates:

- 1) the date of termination of this Contract,
- 2) the date that he can no longer be defined as an Employee in Subsection 1.1, Definitions,
- 3) the end of the grace period for which any Member rates have not been paid in full, or
- 4) the date that he reaches the termination age specified in the Benefit Summary.

(b) Except as provided in Subsection 3.5, Extension of Coverage, the coverage on any Dependent will cease on the earliest of the following dates:

- 1) the date of termination of this Contract,
- 2) the date the Member ceases to be covered under this Contract, or
- 3) the date that the Dependent can no longer be defined as a Dependent in Subsection 1.1, Definitions.

Blue Cross will have no liability to refund any part of Member rates for all or any part of the period prior to the date of receiving written notice of the termination of a Member from the Contract Holder.

**3.5 Extension of Coverage**

- (a) If a Member ceases to be Actively at Work due to sickness or injury, the Member shall be considered to be still employed and eligible for continued coverage on a Member rate paying basis until:
  - 1) such time this Contract terminates, or
  - 2) such time as his employment with the Contract Holder is terminated, whichever occurs first.
- (b) If a Member ceased to be Actively at Work due to a leave of absence, strike, lock-out or temporary lay-off, the Contract Holder may elect, on a basis that precludes individual selection, to continue coverage on a Member rate paying basis for up to 6 months from the end of the month in which employment was interrupted, provided notification is provided to Blue Cross.
- (c) If a Member ceases to be Actively at Work due to an approved maternity leave and/or parental leave, the Member shall be considered to be still employed and eligible for continued coverage on a Member rate paying basis for the duration of the period allowed by the Employment Insurance Act, whether or not benefits are paid or payable under the Employment Insurance Act.

**3.6 Reinstatement of Coverage**

If a Member's coverage has been terminated because of a leave of absence, strike, lock-out, or temporary lay-off:

- (a) of less than 6 months it can be reinstated immediately upon return to work provided that application is made within 31 days of the return to work.
- (b) of 6 months or more, the Member will be considered a new Employee and any coverage will be subject to the terms of Subsection 3.2, Commencement of Coverage.

If a Member's coverage has been terminated because of maternity and/or parental leave of absence:

- (a) which does not exceed the duration provided by the Employment Insurance Act, it can be reinstated immediately upon return to work provided that application is made within 31 days of the return to work.
- (b) which exceeds the duration provided by the Employment Insurance Act, the Member will be considered a new Employee and any coverage will be subject to the terms of Subsection 3.2, Commencement of Coverage.

If an Employee, who was eligible for coverage under this Contract but, for any reason, was not covered under this Contract, should have his employment with the Contract Holder terminated and be subsequently re-employed, then he shall be considered to be a late applicant. The commencement of any coverage shall be in accordance with the terms of Subsection 3.2, Commencement of Coverage, of this Contract. This provision shall be applied separately for each benefit in this Contract.

### **3.7 Assignment**

Blue Cross may, at its option, pay the amount of benefits provided by this Contract either to the provider of services and supplies or to the Member.

When a Member elects to assign reimbursement of eligible benefits to the provider or provider of services and supplies, the provider shall complete a claim form and/or assignment form as approved and/or supplied by Blue Cross. In support of the amount or amounts claimed, the provider shall maintain such documents or records as are necessary to substantiate the claim.

A Member may select any provider to obtain services, but Blue Cross reserves the right to refuse to accept the claim as submitted by any provider or provider of services and supplies. In this case Blue Cross will notify both the provider and the Member of its decision not to accept the assigned claim. The Member will then be required to pay the provider and receive reimbursement of eligible expenses from Blue Cross.

Only the Member and his eligible Dependents are entitled to any of the benefits or rights provided by this Contract.

### **3.8 Conversion Option**

If a Member's coverage ceases because of termination of employment, or termination of membership in the class of Employees eligible for coverage under this Contract, then the Member may apply within 31 days of the termination date of this Contract to convert to one of the programs available to individuals through Blue Cross at that time.

The conversion option is also extended to Dependents. In the event of loss of coverage due to a change in status, or the Member's death, a spouse or dependent child may apply within 31 days of the change to convert to one of the programs available to individuals through Blue Cross at that time.

### **3.9 Survivor Benefit**

In the event of a Member's death, Blue Cross will waive the monthly Member rates and continue benefits for the surviving Dependent(s) commencing the first day of the month following death and will be effective for a period not exceeding 24 months.

**3.10 General Exclusions**

The following are benefit exclusions under this Contract:

- (a) medical examinations or routine general checkups required for the use of a third party,
- (b) services or supplies to which the Participant is entitled under any Workers' Compensation statute or any other legislation,
- (c) charges relating to elective or cosmetic surgery or supply,
- (d) charges which normally would not be made if the Participant were not covered by this Contract,
- (e) services or supplies for cosmetic purposes or conditions not detrimental to one's health,
- (f) services or supplies normally available without cost, or at nominal cost, under any government health program on the date the services or supplies were received,
- (g) mileage and/or delivery charges to or from a hospital, Health Care Professional or other provider of services and supplies,
- (h) services or supplies in connection with an injury or disease resulting from hostile action of the armed forces of any country, service in the armed forces, hijacking, terrorism, participation in an insurrection or war, or act of war (declared or not), or participation in any civil commotion, riot, public confrontation, or any other act of aggression,
- (i) items, supplies or services not listed as a benefit in this Contract,
- (j) services or supplies required as a result of attempting to commit a criminal act,
- (k) services or supplies provided by an unqualified Health Care Professional,
- (l) charges for missed appointments or the completion of claim forms,
- (m) services or supplies which are normally paid for directly or indirectly by the employer,
- (n) services or supplies which are experimental or investigative in nature,
- (o) services or supplies which are not medically necessary,
- (p) services or supplies incurred by Participants prior to the effective date of coverage or after termination of coverage,
- (q) treatment or services provided by a person who is related to or resides with the Participant.

## Section 4 - Claim Provisions

### 4.1 Notice of Claim

Notice and proof of claim should be given to Blue Cross within 12 months of the date of service. Blue Cross will not be liable for any claim submitted more than 12 months after the date the supplies were received or the date the services were rendered to the Participant.

### 4.2 Proof of Claim

In order to claim benefits under this Contract, unless otherwise stated, the Participant must pay for the supplies received or services rendered and obtain an official paid receipt and/or statement which provides complete details of the supplies and services received. The Member must submit this receipt, his Group Number and Identification Number on claim forms deemed appropriate by Blue Cross in order to be reimbursed for eligible benefits.

It shall be the responsibility of the Member to provide evidence of provincial government health care program allowances at the time of submitting such claims to Blue Cross.

### 4.3 Rights of Blue Cross and the Claimant

As a condition of this Contract, Blue Cross has the right to request and obtain information and records or copies of records from hospitals, Health Care Professionals, or any other party having made a diagnosis, treated, attended or rendered service to any Participant. This right also extends to any party in possession of any information or records relating to the claim of the Participant.

The right of Blue Cross to medical records of the Participant applies only to those cases where the information may be necessary to properly administer claims arising under this Contract.

The Contract Holder agrees to the provisions of the benefits of this Contract on the condition that Blue Cross shall not be liable for any act or omission of any provider of services and supplies.

### 4.4 Right of Recovery

If benefit payments made under this Contract are later determined to be in excess of the amount of payment necessary to satisfy the intent of this Contract, Blue Cross reserves the right to recover any such excess. If the excess amount cannot be recovered, Blue Cross reserves the right to reduce future benefit payments to that Participant until such excess amount is fully recovered.

**4.5 Benefit Conditions**

The benefits under this Contract are not intended to replace provincial government health care programs. As a condition to providing the benefits under this Contract, only Participants eligible for benefits under the provincial government health care programs in the province of residence are entitled to the benefits of this Contract. Blue Cross will make payment for eligible benefits only in excess of the provincial government health care allowances and only where permitted by provincial legislation.

The benefits of this Contract will be provided for only those services recommended by a Health Care Professional or an appropriate provider of services and will be continued only while the Participant is under active treatment and receiving the care of the Health Care Professional or provider of services.

Benefits provided by this Contract shall be based upon the usual, customary and reasonable charges as defined in Subsection 1.1, Definitions.

**4.6 Coordination of Benefits and Reimbursement**

Should similar benefits be provided by more than one section of this Contract, any claim for these benefits will be assessed by Blue Cross in a manner which provides the greatest benefit to the Participant.

Where compensation for benefits covered under this Contract is available to a Participant under any other prepaid health service contract or Benefits Contract, the amount payable under this Contract shall be co-ordinated with such other coverage(s) to the extent that the total compensation available from all coverage(s) shall not exceed 100% of the actual cost.

If a Participant is entitled to receive benefits under this Contract and is entitled simultaneously to receive benefits under any other plan which provides similar benefits, payment of benefits shall be determined in the following manner:

- (a) If any other plan does not contain a coordination of benefits provision, then that plan shall be considered first payer.
- (b) If any other plan does contain a coordination of benefits provision, or if benefits under 2 Employee coverages under this plan are being co-ordinated, priority of benefit determination will be given (in the order listed below) to the plan coverage under which the person is covered as follows:

**Employee**

- 1) the Participant is the Member.
- 2) the Participant is a Member of 2 plans, priority goes to:
  - i) the plan where the Participant is an active full-time Employee,
  - ii) the plan where the Participant is an active part-time Employee,
  - iii) the plan where the Participant is a retiree.

### Dependents

#### *Spouse*

- 3) the plan where the Participant is covered as a dependent spouse.

#### *Dependent Children*

- 4) the plan where the parent with the earlier birthdate (month/day) in the calendar year.
  - 5) the plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birthdate.
  - 6) in situations where parents are separated/divorced, then the following order applies:
    - i) the plan of the parent with custody of the child,
    - ii) the plan of the spouse of the parent with custody of the child,
    - iii) the plan of the parent not having custody of the child,
    - iv) the plan of the spouse to the parent in iii) above.
- (c) If priority cannot be established in the foregoing manner, the benefits shall be pro-rated between or among all plans in proportion to the amounts that would have been paid under each plan had there only been coverage under that plan.

### 4.7 Subrogation

- (a) When the Participant receives services as the result of injuries, suffered in whole or in part, due to the fault or neglect of another party, Blue Cross agrees to make payment for the eligible benefits of this Contract.
- (b) Blue Cross shall, upon making any payment or assuming liability for benefits under this Contract, be subrogated to all rights of recovery of the Participant in respect of such benefits and may commence or assume legal proceedings in the name of the Participant to enforce rights of subrogation.
- (c) The Participant shall sign any further documentation, as reasonably requested by Blue Cross from time to time, to give effect to the provisions of this section of the Contract and to secure its rights of subrogation.
- (d) The Participant will make no representations nor take any actions which might jeopardize Blue Cross' rights of subrogation or possible recovery.
- (e) Where the Participant receives reimbursement, in whole or in part, in respect of benefits or payments made or provided or liability assumed by Blue Cross from a third party or other coverage(s), Blue Cross has the right to recover payment for such reimbursement from the Participant. Where the net amount recovered, whether by legal proceeding, settlement, subrogated action, or reimbursement from a third party or other coverage(s) is not sufficient to provide complete indemnity for the loss or damage suffered by the Participant, the amount so recovered shall, after deduction for the cost of recovery, be divided between Blue Cross and the Participant in the proportion in which the loss or damage has been borne by them.
- (f) The Participant must reimburse Blue Cross for the amount received from Blue Cross which is later deemed to be an ineligible expense following a claim audit or review.

## Section 5 - Extended Health Benefit Provisions

### 5.A Prescription Drugs

#### 5.A.1 Definitions

- (a) **Convention Drugs:** Drugs not requiring a prescription by law; however, are prescribed by a physician and are usually only available for sale in an area, which is under the direct supervision of a pharmacist.
- (b) **Fertility Products:** Drugs with at least one Health Canada indication for treatment of infertility, as defined by Blue Cross.
- (c) **Least Cost Alternative:** The lowest cost product within a set of interchangeable drug products. Interchangeable drug products contain the same active ingredients, in the same amounts and same dosage form as a corresponding product made by another manufacturer.
- (d) **Least Cost Alternative Price:** The maximum unit price that will be paid for a product within an interchangeable grouping as published by Blue Cross.
- (e) **Over the Counter Drugs:** Drugs not requiring a prescription by law and are usually available for sale in the self-selection area of a pharmacy.
- (f) **Sexual Dysfunction Products:** Drugs with at least one Health Canada indication for treatment of sexual dysfunction, as defined by Blue Cross.
- (g) **Smoking Cessation Products:** Drugs with at least one Health Canada indication for smoking cessation, as defined by Blue Cross.
- (h) **Weight Loss Products:** Drugs with at least one Health Canada indication for weight loss, as defined by Blue Cross.

#### 5.A.2 Benefits

Blue Cross will pay the usual, customary and reasonable charges for the following eligible expenses when they are incurred in Canada. These benefits are subject to any deductible, co-payment or maximum amount shown in the Benefit Summary, or the benefit conditions specified below.

- (a) Eligible expenses for products prescribed by a Health Care Professional and dispensed by a licensed pharmacist. A receipt issued by a licensed pharmacist, indicating the provider's name, a prescription number, description of the product (Drug Identification Number, Product Identification Number or General Public Number) and the total prescription cost must be furnished to Blue Cross.

## Extended Health Benefit Provisions

- (b) The plan will pay based on the least cost alternative price where interchangeable products can be used to fill prescriptions.
- (c) Eligible expenses for the purchase of insulin, selected diabetic supplies and eligible vaccines whether prescribed or not, when dispensed by a licensed Health Care Professional.
- (d) Eligible expenses for allergy serums prepared on the prescription of a Health Care Professional, provided there is a receipt indicating the description of the product furnished to Blue Cross.
- (e) Eligible expenses for sclerotherapy prescribed by a Health Care Professional.

### 5.A.3 Exclusions and Limitations

- (a) Blue Cross will not pay for products or services incurred by Participants prior to the effective date of coverage.
- (b) Where a drug or medication is provided in a quantity which, if consumed and used according to the directions of the prescription, would supply the patient for a period of more than 100 days, benefits are payable only for the charges that would have been made if the prescription had been made for a 100 day supply.
- (c) Blue Cross will not pay for interest charges on any product or service.
- (d) Blue Cross will not pay for products used for diagnostic purposes.
- (e) Blue Cross will not pay for products available through the Health Canada's Special Access Programme.

### 5.B Hospital

#### 5.B.1 Definitions

- (a) **Hospital:** An institution located in Canada which is licensed and operates under any federal or provincial health insurance act or law, with facilities to provide active in-patient treatment and care. The term hospital, as used in this Contract, shall not include a rehabilitation hospital, rest facility, nursing home, convalescent home, health spa, hospice, clinic or institutions to treat substance abuses.
- (b) **Long Term Care:** The care provided to the Participant for long term or chronic illnesses in an auxiliary hospital, long term care facility or a publicly funded general active treatment hospital located in Canada.
- (c) **Private Room:** A room in a Hospital facility which holds only 1 bed.
- (d) **Semi-Private Room:** A room in a Hospital facility which holds only 2 beds.

#### 5.B.2 Benefits

Blue Cross will pay the reasonable and customary charges for the following eligible expenses, incurred in Canada, on a direct-payment plan basis to all participating or member hospitals as well as certain other hospitals approved by Blue Cross, subject to any deductible, co-payment or maximum amount shown in the Benefit Summary and/or the Schedule of Fees and the benefit conditions specified below.

- (a) **Private/Semi-Private Room** – The difference between the charges of a Hospital ward and a semi-private room or between a Hospital ward and a private room incurred by a Participant who receives active treatment care, as a bed patient, in a general active treatment Hospital. The semi-private room or private room must be upon the request of the patient and where the patient would not have received the service without charge. Payment will be reduced to long term care charges after 30 days per admission unless proof is received that active treatment care is being provided.
- (b) **Long Term Care Facility** – The accommodation charges incurred by a Participant, who receives auxiliary care in a Long Term Care facility or in a general active treatment Hospital.

### 5.B.3 Exclusions and Limitations

- (a) A Participant may select any general active treatment Hospital or Long Term Care facility to obtain Hospital services under this Contract, but the Hospital services provided to him will be subject to the rules and regulations of the Hospital he selected.
- (b) If a Participant does not receive, nor is entitled to receive, funds from a government operated program, then the liability of Blue Cross will be limited to the extent of the liability which Blue Cross would have assumed had the Participant received, or been entitled to receive, funds under a government operated program.
- (c) In the event of a change in semi-private room or private room charges, Blue Cross reserves the right to limit its payment to the charges in force at the time this Contract was issued.
- (d) Blue Cross will not pay for expenses for registration charges or non-resident surcharges in any hospital.
- (e) Blue Cross will not pay for expenses in a facility where the Participant is being charged for assisted living or for services provided in a nursing home.
- (f) Blue Cross will not pay for expenses for services incurred by Participants prior to the effective date of coverage.
- (g) Blue Cross will not pay for expenses for services and/or supplies obtained outside Canada.
- (h) Blue Cross will not pay for interest charges on any service or supply.

### 5.C Health

#### 5.C.1 Definitions

- (a) **Nurse:** A Registered Nurse, Registered Nursing Assistant or Licensed Practical Nurse duly registered in the place (or jurisdiction) where the service is provided.
- (b) **Nursing Services:** Services which require specialized training and professional expertise and can only be legally performed by a Nurse.

#### 5.C.2 Benefits

Blue Cross will pay the usual, customary and reasonable charges for the following eligible expenses on a reimbursement plan basis, when they are incurred in Canada. These benefits are subject to any deductible, co-payment or maximum amount shown in the Benefit Summary and/or the Schedule of Fees, or the benefit conditions specified below.

##### Extended Health Core Benefits

- (a) **Accidental Dental Care** – Usual, customary and reasonable charges, as determined by Blue Cross, for services provided by a licensed Health Care Professional for the repair, extraction and/or replacement of a Participant's natural teeth damaged by a direct accidental external blow to the mouth. The injury must occur after the date the Participant became eligible for benefits under this Contract and the repair, extraction and/or replacement must take place within 12 months of the date of the accidental injury.
- (b) **Ambulance Services** – Eligible expenses to a maximum set in the current Blue Cross schedule of ambulance rates, for services of a professional ground ambulance required to transport a patient, who is ill or has an injury, to or from the nearest hospital able to provide appropriate medical care. Response fees are also covered when treatment is provided. The ambulance must be licensed to operate in the jurisdiction where the service was rendered.

Air ambulance, to an active treatment hospital in any Canadian province or territory, is also covered when not covered under a provincial government funded program and when normal ground transportation is not available or in the best medical interest of the patient.

## Extended Health Benefit Provisions

- (c) **Home Nursing Care** – Eligible expenses for nursing services provided by a Nurse.

This benefit is available on a pre-approved basis only and must be certified in writing by the attending Health Care Professional as medically necessary for the condition of the Participant. Treatment must be provided in the residence of the Participant, excluding a convalescent or nursing home or facility where professional care is provided. The nursing services are to be provided by a person who does not reside in the Participant's home and is not related to the Participant by blood or marriage. Home nursing care will only be covered once all government programs and agency maximums have been reached. Failure to have nursing services pre-approved may result in a denial of claim.

- (d) **Manual Hospital Bed** – Eligible expenses for the rental or the purchase (at the discretion of Blue Cross) of manual hospital beds, when certified in writing by a Health Care Professional as medically necessary for the condition of the Participant. The rental or purchase of a hospital bed is on a pre-approved basis only and failure to have pre-approval may result in denial of a claim. Repair of manual hospital beds do not require the written order of a Health Care Professional.

- (e) **Manual Wheelchairs** – Eligible expenses for the rental or the purchase (at the discretion of Blue Cross) of manual wheelchairs, when certified in writing by a Health Care Professional as medically necessary for the condition of the Participant. The rental or purchase of a manual wheelchair is on a pre-approved basis only and failure to have the pre-approval may result in denial of a claim. Repair of manual wheelchairs do not require the written order of a Health Care Professional.

- (f) **Mastectomy Prosthesis** – Eligible expenses for the purchase of an external mastectomy prosthesis on the written order of a Health Care Professional. In addition, expenses for the purchase of a supporting brassiere when used in conjunction with the external mastectomy prosthesis.

- (g) **Prosthetics** – Once all provincial government funding has been accessed, eligible expenses for the purchase or replacement of conventional artificial eyes and artificial limbs (excluding myoelectric controlled prosthesis) required to restore form and function and which are manufactured according to specifications on the written order of a Health Care Professional. Repair or replacement of the prosthetics does not require a written order of a Health Care Professional. Eligible expenses for the purchase of prosthetic sheaths, underhose and gloves for artificial hands.

### Complementary Health Option

- (h) **Braces** – Eligible expenses for custom fitted braces which incorporate a rigid support of metal or plastic on the written order of a Health Care Professional. The repair of a custom fitted brace does not require the written order of a Health Care Professional.
- (i) **Chiroprapist/Podiatrist** – Eligible expenses for services or supplies provided by a licensed chiroprapist or podiatrist which are not funded in whole or part by a provincial government health program.
- (j) **Diagnostic Services and Laboratory Testing** – Eligible expenses for laboratory tests or diagnostic services, performed by a commercial laboratory or diagnostic facility on the written order of a Health Care Professional.
- (k) **Eye Examinations** – Eligible expenses for eye examinations provided to Participants between 19 and 64 years of age.
- (l) **Foot Orthotics** – Eligible expenses for foot orthotics, on the written order of a Health Care Professional.
- (m) **Hearing Aids** – Eligible expenses for the purchase of hearing aids, (excluding batteries) on the written order of a Health Care Professional. Repair of hearing aids do not require the written order of a Health Care Professional.
- (n) **Ileostomy, Colostomy, Urinary Catheters and Supplies** – Eligible expenses for ileostomy, colostomy urinary catheters and supplies.
- (o) **Medical Aids** – Eligible expenses for the rental or purchase of:
  - Casts, Canes, Cervical Collars, Crutches,
  - Splints, Trusses,
  - Stump Socks,
  - Surgical Stockings,
  - Traction Kits – Written order of a Health Care Professional is required,
  - Walkers – Written order of a Health Care Professional is required,
  - Wig/Hairpiece – Written order of a Health Care Professional when required for hair loss due to a medical condition, illness or accidental injury.
- (p) **Medical Durable Equipment** – Eligible expenses for the rental or the purchase (at the discretion of Blue Cross) and repair of approved medical durable equipment and supplies.
- (q) **Orthopaedic Shoes** – Eligible expenses, on the written order of a Health Care Professional, for the purchase of custom made orthopaedic shoes and/or the cost of adjustments to stock item footwear.
- (r) **Osteopath** – Eligible expenses for services provided by a licensed osteopath, once all provincial government funding has been fully accessed.

## Extended Health Benefit Provisions

- (s) **Oxygen** – Eligible expenses for the rental or purchase of oxygen and the equipment for its use.
- (t) **Physiotherapist** – Eligible expenses for services provided by a licensed physiotherapist, once all provincial government funding has been fully accessed. A Determination of Needs assessment will be required as proof all provincial government funding has been fully accessed.
- (u) **Psychologist/Master of Social Work** – Eligible expenses for individual or family counselling, including assessment, provided by a chartered psychologist or a master of social work for treatment of mental or emotional illness.
- (v) **Speech Language Pathologist** – Eligible expenses for services provided by a licensed speech language pathologist, once all provincial government funding has been fully accessed.

### Enhanced Health Option

- (w) **Acupuncturist** – Eligible expenses for medically necessary services provided by a registered acupuncturist.
- (x) **Chiropractor** – Eligible expenses for services provided by a licensed chiropractor and the cost of 1 x-ray, once the provincial government's annual maximum has been reached.
- (y) **Massage Therapist** – Eligible expenses, on the written order of a physician for therapeutic massages provided by a registered massage therapist to treat a medical condition.
- (z) **Naturopath** – Eligible expenses for services provided by a licensed naturopath.

### 5.C.3 Exclusions and Limitations

- (a) Blue Cross will not pay for services incurred by Participants prior to the effective date of coverage.
- (b) Blue Cross will not pay for services of physicians and surgeons in Canada.
- (c) Blue Cross will not pay for services provided by a government plan program.
- (d) Blue Cross will not pay for research or experimental medical treatment not approved or recognized by the provincial government health program.
- (e) Blue Cross will not pay for services and/or supplies obtained outside Canada.
- (f) Blue Cross will not pay for interest charges on any service or supply.
- (g) Blue Cross will not pay for stock item footwear.
- (h) Blue Cross will not pay for artificial larynx or artificial noses.
- (i) Blue Cross will not pay for services such as, but not limited to, relaxation and sports massages.
- (j) Blue Cross will not pay for cosmetic surgery or treatment.
- (k) Blue Cross will not pay for tests performed in a doctor's office or pharmacy.
- (l) Blue Cross will not pay for charges for drugs and administration of injectable drugs, excluding allergy serums, supplied directly and charged for by a Health Care Professional.
- (m) Blue Cross will not pay for nursing services provided primarily for custodial care, homemaking duties, supervision, respite care, normal child care or personal care attendant.
- (n) If a Participant does not receive, nor is entitled to receive, funds from a government operated program, then the liability of Blue Cross will be limited to the extent of the liability which Blue Cross would have assumed had the Participant received, or been entitled to receive, funds under a government operated program.
- (o) Blue Cross will limit a visit to 1 visit per calendar day.
- (p) Blue Cross will not pay for myoelectric controlled prosthesis.
- (q) Blue Cross will not pay for Cochlear Implants, Speech Processors and related devices and supplies.

### 5.D Out of Province Emergency Travel

#### 5.D.1 Definitions

- (a) **Diagnostic Services:** Diagnostic services refers to medically accepted tests required to identify the nature or extent of illness or injury and rendered to a Participant in the office of a licensed Health Care Professional, in a licensed general hospital or in a private facility approved by Blue Cross, when such testing has been ordered by a licensed Health Care Professional.
- (b) **Illness:** Any condition, sickness or disease first manifesting itself during the term of a trip while this Contract is in force.
- (c) **Medical Emergency:** Medical treatment of an immediate nature required as a result of an unforeseen accident or illness.
- (d) **Nurse:** A Registered Nurse, Registered Nursing Assistant or Licensed Practical Nurse duly registered in the place (or jurisdiction) where the service is provided.
- (e) **Nursing Services:** Services which require specialized training and professional expertise and can only be legally performed by a Nurse.

#### 5.D.2 Benefits

As a result of a Medical Emergency incurred outside the Participant's province of residence, Blue Cross will pay the usual, customary and reasonable charges for the following eligible expenses, subject to any co-payment or maximum amount shown in the Benefit Summary or the benefit conditions specified below.

- (a) **Accidental Dental Care** – Usual, customary and reasonable charges, as determined by Blue Cross, for services provided by a licensed Health Care Professional for the repair, extraction and/or replacement of a Participant's natural teeth damaged by a direct accidental external blow to the mouth. The injury must occur after the date the Participant became eligible for benefits under this Contract and the repair, extraction and/or replacement must take place within 182 days of the date of the accidental injury. An accident report will be required from the treating Health Care Professional.
- (b) **Air Ambulance Services** – Eligible expenses for Air transportation to or from the nearest qualified medical facility able to provide medical care is also covered in the event that normal ground transportation is not available or in the best medical interest of the patient.
- (c) **Ambulance Services** – Eligible expenses for services of a professional ambulance required to transport a patient, who is ill or has an injury, to or from the nearest qualified medical facility able to provide medical care. The ambulance must be licensed to operate in the jurisdiction where the service was rendered.
- (d) **Cremation or Burial** – The cost of cremation or burial at the place of death for the deceased Participant.

## Extended Health Benefit Provisions

- (e) **Dental Pain Relief** – Eligible expenses incurred for the treatment for relief of dental pain, excluding root canals. Treatment must be rendered at a location at least 200 kilometres outside the Participant's provincial border.
- (f) **Diagnostic Services** – Eligible expenses on the written order of a Health Care Professional for laboratory tests, x-rays, cost of whole blood, blood plasma, or specialized treatments using radium and radioisotopes, less the amount allowed under the provincial government health program.
- (g) **Drugs** – Eligible expenses for prescription drugs, serums and administration of injectable drugs prescribed by a Health Care Professional and supplied by a licensed pharmacist which must have a Canadian equivalent, excluding vitamins.
- (h) **Expenses to Visit the Covered Person**
  - 1) One round trip economy airfare, by the most direct route from the Participant's province of residence, will be reimbursed for a family member or a friend to:
    - i) Visit a Participant confined in Hospital. This benefit requires the Participant to have been an in-patient for at least 3 days outside the Participant's province of residence, plus the written verification of the attending licensed physician that the situation is serious enough to have required the visit.
    - ii) Identify the deceased prior to release of the body, where necessary.
  - 2) The extra costs for commercial accommodation or meals incurred by a family member or a friend visiting with a Participant confined in Hospital. This must be verified by the attending licensed physician that the situation is serious enough to have required the visit and supported with receipts from commercial organizations
- (i) **Hospital Accommodation** – Eligible expenses for accommodation in a general active treatment hospital, less the amount allowed under the provincial government health program.
- (j) **Incidental Expenses** – Miscellaneous expenses incurred by the covered inpatient as a result of hospitalization due to a medical emergency. Payment allowance will be paid to the inpatient. Paid receipts must be submitted for reimbursement.
- (k) **Meals and Accommodations** – The extra costs of unavoidable additional expenses for commercial accommodation and meals incurred by a Participant remaining with a traveling companion when return to the Participant's province of residence is delayed due to illness or injury to this traveling companion. This must be verified by the attending licensed physician and supported with receipts from commercial organizations.

## Extended Health Benefit Provisions

- (l) **Medical Aids** – Eligible expenses on the written order of a Health Care Professional for canes, casts, crutches, slings, splints, trusses, walkers and/or temporary rental of a wheelchair.
- (m) **Medical Evacuation**
  - 1) Air ambulance services – the cost of air evacuation between hospitals or for hospital admission in the Participant's province of residence, at the discretion of Blue Cross or when ordered by the attending licensed physician or the travel assistance service medical advisor and approved by Blue Cross.
  - 2) Repatriation – when the emergency is such that:
    - i) the attending licensed physician or the travel assistance service medical advisor specifies in writing that the Participant should immediately return to the province of residence for immediate medical attention, Blue Cross will reimburse the extra cost incurred for the purchase of a one-way economy airfare, plus the additional economy airfare, if required, to accommodate a stretcher, to return the Participant, by the most direct route, to the air terminal nearest the departure point in the Participant's province of residence. This benefit assumes the Participant is not holding a valid open-return air ticket. This benefit also applies to 1 family member who is also a Participant, and is traveling with the patient at the time of illness or injury.
    - ii) the attending licensed physician, travel assistance service medical advisor or commercial airline stipulates, in writing, that the Participant must be accompanied by a qualified medical attendant (not a relative) registered in the jurisdiction in which treatment is provided or a non-medical escort where a medical attendant is not required, including round trip economy airfare, and overnight hotel and meal expenses, if required.
- (n) **Nursing Care** – Eligible expenses on the written order of a Health Care Professional for Nursing Services provided by a Nurse during and immediately following hospitalization.
- (o) **Outpatient** – Eligible expenses for outpatient services in a general active treatment hospital, less the amount allowed under the provincial government health program.
- (p) **Paramedical Providers** – Eligible expenses for services made by chiropractors, chiropodist/podiatrists and physiotherapists (including x-rays). The amount of payment will be in excess of payment by a provincial government health program.

## Extended Health Benefit Provisions

- (q) **Physicians and Surgeons** – Eligible expenses for physicians and surgeons charges for services rendered, less the amount allowed under the provincial government health program.
- (r) **Return of the Deceased** – The cost of preparation and homeward transportation to the province of residence, of a deceased Participant (excluding the cost of a coffin).
- (s) **Travel Assistance** – In the event of a medical emergency, contact must be made with the travel assistance service. They will:
  - 1) Assist in locating an appropriate Health Care Professional, clinic or hospital.
  - 2) Confirm coverage and coordinate payment to the hospital or Health Care Professional.
  - 3) Supervise the medical treatment and keep the Participant's family informed.
  - 4) Arrange the transportation of a family member to the patient's bedside or to identify the deceased.
  - 5) Arrange for transportation home of the patient, if medically necessary.
  - 6) Provide emergency response in most major languages.
  - 7) Assist in contacting the Participant's family, business partner or family Health Care Professional.
  - 8) Coordinate the safe return home of Dependent children, if the Participant or Spouse is hospitalized.
  - 9) Arrange the transmission of urgent messages to family members or business partners.
  - 10) Provide referral to legal counsel in the event of a serious accident.
  - 11) Coordinate claims processing and negotiate health care provider discounts.
  - 12) Provide pre-departure information concerning visas and vaccinations.
- (t) **Vehicle Services**
  - 1) Vehicle Return – The cost of driving the Participant's vehicle, either private or rental, to the Participant's province of residence or the nearest appropriate vehicle rental agency, when the Participant is unable to operate the vehicle due to an unexpected illness or physical injury and when the Participant's traveling companion is also unable to do so. Medical certification is required, as well as receipts for the cost incurred (i.e. fuel, accommodation, meals, airfares, etc.).

- 2) Participant Return – If the Participant’s private vehicle is rendered inoperable due to an accident, costs will be covered for one-way economy airfare, to return the Participants by the most direct route to their province of residence. An official police report of the accident is required.

### 5.D.3 Exclusions and Limitations

- (a) Coverage shall become effective on the latter of:
  - 1) the time of crossing the provincial border, or
  - 2) if traveling by airplane, at the time the airplane takes off, or
  - 3) the effective date of the Participant’s Out of Province Emergency Travel Benefits.
- (b) The coverage shall terminate:
  - 1) at the end of the Benefit Period as specified in the Benefit Summary, or
  - 2) at the provincial border on the return trip home, or
  - 3) if traveling by airplane, at the time the airplane lands, or
  - 4) at 12:00 midnight on the Participant’s termination date.
- (c) Benefits are payable for eligible expenses incurred only during the period this coverage and Contract is in force.
- (d) The total amount payable for all eligible expenses will not exceed the Out of Province Emergency Travel maximum as indicated in the Benefit Summary.
- (e) Blue Cross shall not accept liability if services are provided by a Health Care Professional who is related to the Participant.
- (f) Blue Cross shall not pay for any benefit relating to an unborn or new born child, pregnancy, miscarriage, childbirth or complications of any of these conditions occurring nine weeks prior to, or any time after the expected date of birth.
- (g) Blue Cross may not accept liability for hospitalization and related expenses if the travel assistance service is not contacted within 24 hours of admission. Failure to contact the travel assistance service may result in the payment of medical expenses being denied or delayed.
- (h) Blue Cross, in consultation with the attending Health Care Professional or travel assistance service medical advisor, reserves the right to transfer the Participant to another hospital or to return the patient to their province of residence. If any Participant is (on medical evidence) able to return to their province of residence following the diagnosis of, or the emergency treatment for, a medical condition which requires continuing medical services, treatment or surgery, and the Participant elects to have such treatment or services rendered or surgery performed outside their province of residence, the expense of such continuing medical services, treatment or surgery will not be covered by this plan and Blue Cross will be absolved of any further liability.

## Extended Health Benefit Provisions

- (i) Benefits are not covered if expenses are incurred when the Participant could have been returned to their province of residence without endangering their life or health, even if the treatment available in their province of residence could be of lesser quality than the treatment available outside their province of residence or even if the Participant must go on a waiting list for that treatment.
- (j) Blue Cross' liability is limited to expenses incurred as a result of a sudden illness or accident which occurs outside the Participant's province of residence.
- (k) Benefits are not covered if travel is booked or commenced contrary to medical advice or if medical attention is anticipated during the travel period.
- (l) Benefits are not covered if a Participant travels to another province or country primarily for hospitalization or services rendered in connection with:
  - 1) seeking medical advice, a second opinion or treatment intentionally or incidentally, even if the trip is on the medical recommendation of a Health Care Professional, or
  - 2) general health examinations for "check-up" purposes, or
  - 3) rehabilitation or on-going care in connection with drugs, alcohol or any other substance abuse, or
  - 4) in the nature of a rest cure or travel for health, or
  - 5) for cosmetic purposes, or
  - 6) experimental or unconventional procedures, or
  - 7) elective services, or
  - 8) ongoing maintenance of an existing condition.
- (m) Benefits are not covered for hospital accommodation or treatment that is received in a hospital, other than a general active treatment hospital, such as a chronic care hospital, a chronic care unit of a general active treatment hospital, a convalescent hospital, nursing home, or health spa.
- (n) Benefits are not covered if emergency medical care expenses are incurred in a country, region or city, when a written formal notice was issued by the Department of Foreign Affairs and International Trade of the Canadian government, advising Canadians not to travel to that country, region or city.
- (o) This coverage is only available to Participants who are covered by a Canadian provincial government health program.
- (p) Payment will be made by Blue Cross by cheque upon receipt and appraisal of the necessary charges and information concerning the accounts as detailed. Payment will be made in Canadian currency, based on the rate of exchange in effect at the time the service was performed or supply was obtained.

## Extended Health Benefit Provisions

- (q) Benefits are not covered if expenses are incurred due to:
  - 1) mental or nervous disorder unless the Participant is hospitalized, or
  - 2) suicide, attempted suicide or self inflicted injury, whether sane or insane, or
  - 3) abuse of medication, toxic substances, alcohol or non-prescription drugs, or
  - 4) driving a motorized vehicle while impaired by drugs, toxic substances or an alcohol level of more than 80 milligrams in 100 millilitres of blood, or
  - 5) commission of or attempt to commit, directly or indirectly, a criminal act under legislation in the area of commission of the offense, or
  - 6) participation in an insurrection, war or act of war (declared or not), the hostile action of the armed forces of any country, service in the armed forces, hijacking, terrorism, participation in any riot or public confrontation, civil commotion, or any other act of aggression.
- (r) All eligible expenses listed in the Out of Province Emergency Travel Section shall be payable upon submission of certification by the attending Health Care Professional that services included in the eligible expenses have been required for emergency treatment.
- (s) Blue Cross will not pay for interest charges on any service or supply.
- (t) Blue Cross may request proof of departure upon receipt of claim.
- (u) The Benefits described herein are available to the Member and his eligible Dependents.
- (v) Neither Blue Cross nor the travel assistance service shall be responsible for the availability, quality or results of any medical treatment or transportation or the failure of the Participant to obtain medical treatment.

### 5.D.4 Extension of Coverage

Coverage will be extended for a maximum of 72 hours following the 30 day limitation when:

- (a) return is delayed due to hospitalization, the extension of coverage begins on the hospital discharge date; or
- (b) return is delayed by order of the attending Physician or the travel assistance service medical advisor, due to a covered illness or accidental injury; or
- (c) return is delayed due to the delay of a common carrier (airplane, bus, taxi, train) on which the Participant is a passenger or the delay caused by a traffic accident or mechanical failure of a private automobile en route to the departure point. Claims must be supported by documentary proof.

### 5.E Vision Care

#### 5.E.1 Definitions

- (a) **Adult** – Participants 19 years of age and older.
- (b) **Child** – Participants under 19 years of age.

#### 5.E.2 Benefits

Blue Cross will pay the usual, customary and reasonable charges for the following eligible expenses, when they are incurred in Canada. These benefits are subject to any deductible, co-payment or maximum amount shown in the Benefit Summary, or the benefit conditions specified below.

- (a) Blue Cross shall provide Vision Care Benefits to Employees and their eligible Dependents for:
  - 1) the purchase, replacement or repair of:
    - eyeglasses (Frames and/or Lenses)
    - contact lenses
    - intraocular lenseswhich are prescribed as a result of an eye examination by a Health Care Professional, and which are purchased while coverage is in force.
  - 2) laser eye surgery, including assessment fees.

#### 5.E.3 Exclusions and Limitations

- (a) Blue Cross will not pay for expenses covered in whole or in part by the Workers' Compensation Board or any other agency or department of any federal, provincial or municipal government or any third party.
- (b) Blue Cross will not pay for sunglasses.
- (c) Blue Cross will not pay for industrial safety glasses.
- (d) Blue Cross will not pay for eye examinations.

## Section 6 - Dental Benefit Provisions

### 6.A Definitions

#### 6.A.1 Definitions

- (a) **Adult** – Participants 19 years of age and older.
- (b) **Child** – Participants under 19 years of age.
- (c) **Diagnostic** – Procedures to assist in evaluating the existing condition to determine the required dental treatment.
- (d) **Endodontics** – Treatment of the tooth pulp, root canal and periapical area of the tooth root.
- (e) **Mixed Dentition** – A combination of primary (deciduous/baby) teeth and permanent (adult) teeth.
- (f) **Oral Surgery** – Procedures for extractions and other oral surgery related to teeth and the tissues supporting the teeth.
- (g) **Orthodontic** – Procedures for preventive and corrective techniques to position teeth in a normal and harmonious relationship and bite.
- (h) **Periodontic** – Procedures that emphasize the examination, diagnosis and treatment of the tissues that surround and support teeth.
- (i) **Permanent Dentition** – The teeth that replace primary teeth (adult teeth).
- (j) **Preventive** – Procedures to prevent or minimize adverse conditions of teeth.
- (k) **Primary Dentition** – The first teeth to erupt in childhood (deciduous/baby teeth).
- (l) **Prosthodontic** – The provision of fixed (crowns or bridges) or removable (complete or partial dentures) appliances used in the replacement of teeth.
- (m) **Restorative** – The provision of amalgam, and tooth colored filling restorations, prefabricated full coverage restorations, and tooth colored direct application veneers to restore form and function for the treatment of carious lesions.
- (n) **Time Unit** – Selected services which are performed in 15 minute intervals are considered to be 1 Time Unit.

## 6.B Basic

### 6.B.1 Benefits

Blue Cross will pay the usual, customary and reasonable charges for the following eligible expenses, incurred in Canada, or the amount billed, whichever is the lesser. These benefits are subject to any deductible, co-payment or maximum amount shown in the Benefit Summary or the benefit conditions listed below.

#### (a) Diagnostic

- 1) Exams
  - i) Complete, comprehensive and general oral exams
  - ii) Recall and/or specific oral exam
  - iii) Emergency exams - when necessary due to the sudden development of dental pain or an accidental injury to the oral cavity
- 2) Radiographs
  - i) Complete series of radiographs (or dollar equivalent) or a panoramic radiograph, unless special need is shown and accepted in writing by Blue Cross
  - ii) Bitewing radiographs
- 3) Consultations
  - i) Diagnostic services only, when performed by a Health Care Professional other than the Health Care Professional providing treatment
- 4) Unmounted Diagnostic Casts
  - i) In conjunction with the placement of fixed or removable prosthetics

#### (b) Preventive

- 1) Polishing
- 2) Scaling and Root Planing
- 3) Topical Application of Fluoride Solutions
- 4) Pit and Fissure Sealants - limited to permanent posterior teeth
- 5) Space Maintainers - when provided to maintain space for the eruption of permanent teeth

#### (c) Restorative

- 1) Amalgam and tooth colored restorations
- 2) Pre-fabricated restorations

- (d) **Oral Surgery**
  - 1) General Surgery Exam
  - 2) Removals (extractions) erupted teeth
  - 3) Removals (extractions) surgical
  - 4) Removals (extractions) impacted
  - 5) Removal residual roots
  - 6) Surgical exposure of teeth
  - 7) Alveoplasty
  - 8) Minor post surgical care
  - 9) Other minor surgical procedures not covered by the provincial medical programs
  - 10) General Anesthesia and Deep Sedation
    - i) Administration and facilities when required in conjunction with covered oral surgery or,
    - ii) When medically necessary with prior approval by Blue Cross
- (e) **Endodontics**
  - 1) General Endodontic Exam
  - 2) Root Canal Therapy
  - 3) Apicoectomy
  - 4) Retrofill
  - 5) Pulpectomy
  - 6) Pulpotomy
- (f) **Removable Appliances**
  - 1) Prosthodontic Edentulous Exam
  - 2) Removable Appliances (Including partial and complete dentures)
- (g) **Denture Services**
  - 1) Rebasing and resetting
  - 2) Adjustments
  - 3) Relines
  - 4) Resilient liners
  - 5) Tissue Conditioning
  - 6) Repairs to Existing Dentures

## 6.C Extensive

### 6.C.1 Benefits

Blue Cross will pay the usual, customary and reasonable charges for the following eligible expenses, incurred in Canada, or the amount billed, whichever is the lesser. These benefits are subject to any deductible, co-payment or maximum amount shown in the Benefit Summary or the benefit conditions listed below.

(a) **Diagnostic**

- 1) Fixed oral rehabilitation exam

(b) **Prosthodontic Services**

- 1) Crowns
- 2) Fixed Bridges
- 3) Inlays and Onlays
- 4) Processed Veneers

Blue Cross will only provide replacement of an existing fixed appliance after 5 years have elapsed following any prior provision paid for by Blue Cross involving the same tooth.

Where implants are utilized, Blue Cross will limit its payment to the cost of a standard removable or fixed appliance.

(c) **Related Services**

- 1) Posts and cores
- 2) Repairs, removal or recementation of a fixed appliance

(d) **Provision for implants**

When implants are utilized, Blue Cross will allow a maximum of \$750 per implant once in a 5 year period.

## 6.D Orthodontic

### 6.D.1 Benefits

Blue Cross will pay the usual, customary and reasonable charges as determined by Blue Cross for the following eligible expenses, incurred in Canada. These benefits are subject to any deductible, co-payment or maximum amount shown in the Benefit Summary or the benefit conditions listed below.

(a) **Diagnostic**

- 1) General orthodontic exam, including records. In cases where a Participant chooses to obtain a second opinion from a certified specialist in orthodontics (other than the originating provider) a second general orthodontic exam will be eligible within the 5 year period.

(b) **Habit Breaking Appliance**

- 1) To treat harmful habits in the primary or mixed dentition.

(c) **Comprehensive treatment in mixed and permanent dentition including:**

- 1) fixed or removable appliances for tooth guidance or minor tooth movement
- 2) case type removable appliance therapy
- 3) case type fixed appliance therapy

### 6.E Exclusions and Limitations

- (a) Blue Cross will pay only for those Dental benefits which are deemed by Blue Cross to be necessary and adequate in accordance with Blue Cross guidelines and procedures.
- (b) Blue Cross will establish and maintain guidelines and policies that will be used to make decisions of benefit coverage.
- (c) In all cases in which a fee is charged for a complicated or difficult treatment, Blue Cross will base payment on the lesser cost of an uncomplicated or standard service. This includes but is not limited to complicated root canal treatment and restorative services.
- (d) Radiographs will be covered only if the service is used to diagnose dental services which are a benefit under this Contract.
- (e) Blue Cross will not pay for services and/or supplies obtained outside Canada.
- (f) Where the charge for a particular service includes a fee for the diagnostic radiograph, no other radiograph charges will be covered for the diagnosis or treatment of that condition.
- (g) Where there is a charge for radiographs, no other charges for the interpretation of radiographs will be covered for the diagnosis or treatment of that condition.
- (h) Blue Cross will not pay for duplication of radiographs and photographs.
- (i) In all cases in which the patient selects a more expensive plan of treatment than is customarily provided for necessary and adequate treatment, Blue Cross' payment and coverage will be based on the lesser fee.
- (j) Dental Services which cost more than the pre-authorization amount indicated in the Benefit Summary require a pre-authorization by Blue Cross, in the form of a treatment plan and diagnostic records. To facilitate pre-authorization, IVR and CDAnet may be used. Such approval will be for a maximum period of 120 days from the date of the approval and not longer than 30 days after the date the patient ceased to be covered by this Dental Services Plan by reason of termination of eligibility and in any event, not longer than the term of this Dental Services Plan.
- (k) Services rendered for extensive endodontic treatment will not be covered unless a treatment plan and records are submitted to Blue Cross for its approval in writing.

## Dental Benefit Provisions

- (l) Blue Cross will not pay for services with respect to congenital, developmental malformations, cosmetic surgery and/or dentistry for purely cosmetic reasons, including but not limited to cleft palate, maxillary and mandibular malformations, enamel hypoplasia, fluorosis and anodontia.
- (m) Blue Cross will not pay for services for any procedure started prior to the date the patient became eligible for such services under this Dental Services Plan.
- (n) Blue Cross will not pay for procedures as deemed experimental or unconventional by Blue Cross.
- (o) Blue Cross will not pay for fees for failure to keep appointments, fees for completion of forms, fees for letters of expertise and court appearances, and fees for institutional calls and office visits.
- (p) Blue Cross will not pay for fees for instructions in dental hygiene and/or fees for nutritional counseling.
- (q) Blue Cross will not pay for fees for polishing and finishing restorations.
- (r) Blue Cross will not pay for administration of conscious sedation including but not limited to nitrous oxide oral sedation, parental sedation, intravenous sedation, and intra muscular techniques.
- (s) Blue Cross will not pay for fees for dispensing drugs and medication, writing prescriptions, injection of therapeutic drugs, hypnosis, acupuncture, and electronic dental anaesthesia.
- (t) Blue Cross will not pay for procedures, appliances or restorations to increase vertical dimension and/or restore or maintain occlusion. Such procedures and appliances include, but are not limited to periodontic splinting, temporomandibular joint dysfunction appliances, myofacial pain syndrome appliances, services with respect to temporomandibular joint dysfunctions, restoration of tooth structure loss from attrition and restoration for malalignment of the teeth.
- (u) Blue Cross will not pay for periodontal and surgical procedures in conjunction with the placement or removal of implants or the maintenance and augmentation of implant sites.
- (v) Blue Cross will not pay for habit breaking appliances including but not limited to tongue thrusting and thumb sucking appliances.
- (w) Blue Cross will not pay for other oral appliances including but not limited to mouth guards, night guards and sleep disorder appliances.

## Dental Benefit Provisions

- (x) Blue Cross will not pay for bleaching of teeth.
- (y) Blue Cross will not pay for hospital charges for dental services.
- (z) Blue Cross will limit its payment to the cost of a standard cast chrome or acrylic partial denture and for the purposes of a complete denture, Blue Cross will limit its coverage and payment to the cost of a standard complete denture.
- (aa) Blue Cross will not pay for the replacement dentures, devices or appliances that are lost, stolen or broken through misuse.
- (bb) Blue Cross will not pay for a spare or duplicate dentures, devices or appliances.
- (cc) Should the Basic Dental Benefits portion of this Contract be cancelled then all additional dental coverage will also be deemed to be cancelled effective from the same date of cancellation of the Basic Benefits.
- (dd) Blue Cross will not pay for dental care which is provided solely for the purpose of improving appearance when form and function of the teeth are satisfactory and no pathological condition exists.
- (ee) Blue Cross will not make payment in advance of services being rendered. Payment for comprehensive cases will be amortized over the length of active treatment.
- (ff) Blue Cross will not pay for myofunctional therapy.
- (gg) Blue Cross will not pay for motivation of patient.
- (hh) Services rendered for comprehensive Orthodontic treatment will not be covered unless a treatment plan and records are submitted to Blue Cross for approval, in writing. The treatment plan must provide the diagnosis, treatment to be rendered, appliances to be utilized, length of each phase of treatment, the charges, financial arrangements and commencement date of treatment.