ALBERTA BLUE CROSS®

ABC Benefits Corporation continuing the operation series of Alberta Blue Cross Plan (hereinafter referred to as **"Blue Cross"**) hereby covers the Employees of:

RED DEER LIBRARY BOARD

(hereinafter 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:	72333
EFFECTIVE DATE:	This Contract takes effect at 12:01 a.m. local time at the Contract Holder's address on the 1st day of June, 2018. The first contract period shall run from the effective date of coverage until the 31st day of October, 2018.
MEMBER RATES:	Member rates are payable in advance on the effective date of coverage and on the first day of each subsequent month.
BENEFITS:	Health Plan Prescription Drugs Hospital Extended Health Out of Province Emergency Travel Vision Care Second Opinion Dental Plan Basic Periodontic Extensive Orthodontic

Signed for ABC Benefits Corporation at Edmonton, Alberta, Canada on this 5th day of June, 2018.

R. Pisani
President and CEO

J. Rudelic
Vice-President

Examined by:

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®† Blue Shield is a registered trade-mark of the Blue Cross Blue Shield Association.

Benefit Summary
(ABC Benefits Corporation)

Contract Holder: RED DEER LIBRARY BOARD

Group Number: 72333

Effective Date:

The effective date of the following summary of terms and Benefits of this Contract is 01 June, 2018.

Employee Eligibility:

To be eligible for Benefits under this Contract, an Employee, as defined in Subsection 1.1 Definitions, must be a Resident and be Actively Working at least 20 hours per week for the Contract Holder.

The following classes of Employees are eligible for benefits under this Contract:

Class A Management, Librarians
Class B All Eligible 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.

Waiting Period:

The 1st of the month coincident with or next following 3 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.

Maximum:

$2,000,000 combined maximum per Participant each Benefit Year applicable to all Benefits, excluding Out of Province Emergency Travel Benefits.

Out of Province Emergency Travel Benefits are subject to a $5,000,000 maximum in Canadian funds per Participant, per incident.

Contract Holder: RED DEER LIBRARY BOARD

Group Number: 72333

Termination of Benefits:

Benefit Coverage terminates at 12:01 AM on the 1st of the month following the earlier of the Member's retirement, termination of employment or attainment of age 70.

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: RED DEER LIBRARY BOARD

Group Number: 72333

Effective Date: 01 June, 2018

HEALTH PLAN

Prescription Drug Benefits

Classification of Employee:	Class A and B
Payment Basis:	Reimbursement
Coverage Level:	100%
Eligible Drugs:	Drugs defined as Eligible Drugs in the current Alberta Blue Cross Drug Benefit List®
Aerosol Holding Chamber:	$40 in a consecutive 24 month period for children under 11 years of age
Allergy Serums:	Included
Blood Testing Monitor:	$150 per Participant in a 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:	Included
Sexual Dysfunction Products:	Excluded
Smoking Cessation Products:	$200 Lifetime per Participant
Vaccines:	$250 per Participant each Benefit Year
Weight Loss Products:	Excluded

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Benefit Summary
(ABC Benefits Corporation)

Contract Holder:	RED DEER LIBRARY BOARD
Group Number:	72333
Effective Date:	01 June, 2018

Hospital Benefits

Classification of Employee:	Class A and B
Coverage Level:	100%
Private Room:	* Direct payment basis
Semi-Private Room:	* Direct payment basis
Long Term Care Facility:	* $1,000 combined maximum per Participant each Benefit Year for:
Semi-Private Room	Included
Private Room	Included
Ward Room	Included

* ***Services subject to a daily maximum based on the current Blue Cross Schedule of Fees***

Extended Health Benefits

Extended Health Core Benefits

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

Benefit Summary
(ABC Benefits Corporation)

Contract Holder: RED DEER LIBRARY BOARD

Group Number: 72333

Effective Date: 01 June, 2018

Complementary Extended Health Option

Classification of Employee:		Class A and B
Coverage Level:		100%
Braces:		70% of Eligible Expense once per limb in a 24 month period
Diagnostic Services and Laboratory Testing:		$150 per Participant each Benefit Year
Eye Examinations:	*	1 eye examination per Participant in a 24 month period for Participants between 19 and 64 years of age
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
Podiatrist/Chiropodist:	*	$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 Blue Cross Schedule of Fees***

Benefit Summary
(ABC Benefits Corporation)

Contract Holder:	RED DEER LIBRARY BOARD
Group Number:	72333
Effective Date:	01 June, 2018

Enhanced Extended Health Option

Classification of Employee:	Class A and B
Coverage Level:	100%
Maximum:	All services provided under the Enhanced Health Option have a combined maximum of $750 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 Blue Cross Schedule of Fees***

Benefit Summary
(ABC Benefits Corporation)

Contract Holder:	RED DEER LIBRARY BOARD
Group Number:	72333
Effective Date:	01 June, 2018

Out of Province Emergency Travel Benefits

Benefits are provided as a result of a Medical Emergency which occurs outside the Participant's province or territory of residence.

Classification of Employee:	Class A and B
Coverage Level:	100%
Benefit Period:	30 Days
Maximum:	$5,000,000 in Canadian funds per Participant per incident
Accidental Dental:	$2,000 per Participant per accident for repair, extraction and/or replacement of natural or permanently attached artificial teeth
Air Ambulance:	Included
Ambulance Services:	To the nearest qualified medical facility
Cremation or Burial:	Cost of cremation or burial at place of death, to a maximum of $2,500
Dental Pain Relief:	$300 per Participant per trip
Diagnostic Services:	Laboratory services and x-rays
Drugs:	Included
Expenses to Visit the Participant:	
Transportation	One round trip economy airfare
Meals/Accommodation	$250 per day to a maximum of $2,500 per incident
Hospital Accommodation:	Included
Identification of Deceased:	
Transportation	One round trip economy airfare
Meals/Accommodation	$250 per day to a maximum of 3 days per incident
Incidental Expenses:	$50 per day to a maximum of $500 per inpatient per hospital stay
Meals and Accommodations:	$250 per day per Participant to a maximum of $2,500 per incident for unavoidable additional expenses when remaining with a sick or injured travelling companion

Benefit Summary

(ABC Benefits Corporation)

Contract Holder: RED DEER LIBRARY BOARD

Group Number: 72333

Effective Date: 01 June, 2018

Medical Aids:	
Casts, Canes	Included
Crutches, Slings	Included
Splints, Trusses	Included
Temporary Wheelchair Rental, Walkers	Included
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
Physiotherapist	$300 per Participant per trip
Podiatrist/Chiropodist	$300 per Participant per trip
Physicians and Surgeons Fees:	Included
Return of Deceased:	Cost of preparation and homeward transportation to province or territory of residence, excluding the cost of a coffin, to a maximum of $7,000
Return of Dependent Children:	Cost of one way economy airfare per child for the return of Dependent children
Return of Personal Items:	Cost of the return of luggage or personal items to a maximum of $500 per Participant per incident
Return of Pet(s):	Cost of one way transportation for the return of accompanying pet(s) to a maximum of $500 per incident
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

(ABC Benefits Corporation)

Contract Holder: RED DEER LIBRARY BOARD

Group Number: 72333

Effective Date: 01 June, 2018

Vision Care Benefits

Classification of Employee: Class A and B

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

Coverage Level: 100%

Maximum:
Adult $200 per Participant each Benefit Period
Child $200 per Participant each Benefit Period

Benefit Period:
Adult 24 consecutive months
Child 12 consecutive months

Eligible Benefits:
Contact Lenses
Eyewear
Intraocular Lenses
Laser Eye Surgery, including assessment fees

Contract Holder: RED DEER LIBRARY BOARD

Group Number: 72333

Effective Date: 01 June, 2018

Second Opinion

Classification of Employee: Class A and B

This Benefit offers Members and their Dependents who are faced with a serious medical condition the opportunity to obtain a second medical opinion.

Serious medical conditions, which may qualify for Second Opinion are diagnoses of the following:

- AIDS
- ALS
- Alzheimer's disease
- Any amputation
- Any life threatening illness
- Benign brain tumor
- Cancer
- Cardiovascular conditions
- Chronic pelvic pain
- Coma
- Deafness
- Embolism/Thrombophlebitis
- Emphysema
- Hip/knee replacement
- Kidney failure
- Loss of speech
- Major or severe burns
- Major organ transplant
- Major trauma
- Multiple sclerosis
- Neuro-degenerative disease
- Paralysis
- Parkinson's disease
- Rheumatoid Arthritis
- Stroke
- Sudden blindness due to illness

A medical specialist will review the patient's medical documentation and provide recommendations to the patient and their physician. Treatment decisions are made between the patient and their physician.

This is an inquiry benefit only and does not cover the cost of the travel, accommodation or treatment; these costs are the responsibility of the patient. The Out of Province Emergency Travel Plan Benefits will not pay for emergency expenses incurred while seeking medical advice, surgery, a second opinion or treatment outside the patient's province or territory of residence, even if the trip is on the recommendation of a Second Opinion medical specialist or a Health Care Professional. Blue Cross shall not be responsible for the availability, quality or results of any medical treatment or the failure of the patient to obtain recommended treatment.

Benefit Summary
(ABC Benefits Corporation)

Contract Holder: RED DEER LIBRARY BOARD

Group Number: 72333

Effective Date: 01 June, 2018

DENTAL PLAN

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

Basic Benefits

Classification of Employee: Class A and B

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

Coverage Level: 100%

Maximum: $2,500 per Participant each Benefit Year
Combined maximum with Periodontic and Extensive Benefits

Diagnostic Services:

Service	Coverage
Complete, Comprehensive and General Oral Exams	1 of each exam per Participant in a 5 year period
Limited Oral, Recall or Specific Oral Exam	Adult 1 per Participant in a 12 month period Child 1 per Participant in a 6 month period
Emergency Exams	Included
Complete Series/Panoramic Imaging	1 set per Participant in a 24 month period
Bitewing Imaging	Adult 2 images per Participant in a 12 month period Child 2 images per Participant in a 6 month period
Consultations	Only when performed by another Health Care Professional
Unmounted Diagnostic Casts	In conjunction with the placement of fixed or removable prosthetics

Preventive Services:

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

Restorative Services:

Service	Coverage
Restorations	1 per surface in a 24 month period to a maximum of 5 surfaces per tooth (or dollar equivalent)

Benefit Summary

(ABC Benefits Corporation)

Contract Holder: RED DEER LIBRARY BOARD

Group Number: 72333

Effective Date: 01 June, 2018

Oral Surgery:

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

Endodontics:

Complete 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 per Participant 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-Determination Amount: $1,000

Benefit Summary
(ABC Benefits Corporation)

Contract Holder: RED DEER LIBRARY BOARD

Group Number: 72333

Effective Date: 01 June, 2018

Periodontic Benefits

Classification of Employee:	Class A and B
Adult:	Participants 19 years of age and older
Child:	Participants under 19 years of age
Coverage Level:	100%
Maximum:	$2,500 per Participant each Benefit Year Combined maximum with Basic and Extensive Benefits
Diagnostic Services:	
General Periodontal Exam	1 per Participant in a 5 year period
Treatment Procedures:	
Surgical	
Periodontic Surgery	Included
Osseous Surgery	Included
Osseous Grafts	Included
Soft Tissue Grafts	Included
Non-Surgical	
Provisional Splinting	Included
Scaling and Root Planing	In excess of 4 time units per Participant in a 12 month period
Management of Oral Infections	Included
Periodontal Appliances	1 upper or 1 lower per Participant in a 36 month period
Repairs of Periodontal Appliances	Included
Reline of Periodontal Appliances	1 in a 12 month period per appliance
Occlusal Equilibration	4 time units per Participant in a 12 month period
Pre-Determination Amount:	$1,000

Benefit Summary
(ABC Benefits Corporation)

Contract Holder: RED DEER LIBRARY BOARD

Group Number: 72333

Effective Date: 01 June, 2018

Extensive Benefits

Classification of Employee:	Class A and B
Adult:	Participants 19 years of age and older
Child:	Participants under 19 years of age
Coverage Level:	50%
Maximum:	$2,500 per Participant each Benefit Year Combined maximum with Basic and Periodontic Benefits
Diagnostic Services:	
Fixed Oral Rehabilitation Exam	1 per Participant in a 5 year period
Prosthodontic 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 and Cores	1 in a 5 year period
Implants	$750 per implant once in a 5 year period including but not limited to mesostructures, implantology and related to periodontal surgery
Pre-Determination Amount:	$1,000

Benefit Summary
(ABC Benefits Corporation)

Contract Holder:	RED DEER LIBRARY BOARD
Group Number:	72333
Effective Date:	01 June, 2018

Orthodontic Benefits

Classification of Employee:	Class A and B
Child:	Participants under 19 years of age
Coverage Level:	50%
Maximum:	$1,500 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-Determination Amount:	Treatment Plan Required

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Section 1 - Contract Provisions

1.1 Definitions

The following terms shall be defined as follows throughout this Contract and will apply to all attachments, amendments or other documents that form part of this Contract. Additional terms bearing a specific meaning to a particular line of Benefit will be defined within the appropriate section attached herein. 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) **Applicable Privacy Legislation**: The Personal Information Privacy Act (Alberta); or Personal Information and Protection of Electronic Documents Act (Canada) or any other such applicable Personal Information protection and/or privacy legislation as may be enacted in the province or territories in which Blue Cross provides services to the Contract Holder hereunder.

(c) **Application For Group Insurance**: The original application for Benefits, completed by the Contract Holder. This will also include any subsequent revisions completed and signed by the Contract Holder requesting or revising coverage.

(d) **Benefit**: The amount of money paid or due to be paid by Blue Cross for services or supplies provided for in this Contract.

(e) **Benefit Maximums**: Unless otherwise stated, Benefit Maximums will be the maximum payment available to each Participant for the Benefit Period specified.

(f) **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.

(g) **Benefit Summary**: The portion of this Contract which summarizes eligibility and Benefit coverage information.

(h) **Benefit Year**: The consecutive 12 month period commencing on November 1st in one year and ending on October 31st in the next year.

(i) **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.

(j) **Contract**: The Contract refers to this document.

(k) **Contract Holder**: The company, employer or organization who has entered into this Contract with Blue Cross.

(l) **Contributory**: A Benefit under this Contract is Contributory if the Member is required to pay part or all of the Member rates for the Benefit.

(m) **Dependent**: The Member's eligible Spouse and Children as defined below:

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 natural, adopted or stepchildren of the Member or Member's Spouse, or any other children for whom the Member or Member's Spouse has been appointed as guardian.

Such children must:

i) be dependent upon the Member for financial care and support, and

ii) not be legally married or in a common law relationship that is 12 months or more in duration, and

iii) be 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 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 have been continuously disabled prior to their attaining age 21. Unmarried Children who become totally disabled while attending an accredited educational institution, college or university on a full-time basis prior to attaining age 26, and have been continuously so disabled since that time shall also qualify as a Dependent.

A child is considered to be mentally or physically disabled if he is incapable of engaging in any substantially gainful activity and is dependent on the Member for support, maintenance and care due to this disability. Blue Cross may require written proof of the Dependent's condition as often as may reasonably be necessary.

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.

(n) **Effective Date**: The date on which Benefits become available to Participants.

(o) **Eligible Expense**: Charges incurred for 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, as determined by 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 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) deemed by Blue Cross to be necessary and adequate in accordance with Blue Cross guidelines and procedures,
7) recommended, approved, provided or prescribed by an appropriate Provider, as deemed so by Blue Cross.

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

(p) **Emergency**: A sudden unexpected occurrence of an unforeseen accident or illness requiring immediate medical attention.

(q) **Employee**: A person who is Actively at Work and receives wages or salary from the Contract Holder for work, labour or services performed for the Contract Holder on a permanent basis in the Contract Holder's regular and normal business or trade.

(r) **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.

(s) **Family Coverage**: Benefits eligible to the Member plus 1 or more eligible Dependents.

(t) **Government Health Program**: Any plan, program or arrangement, under the administrative or regulatory control of any government which are available to all eligible Residents in their province or territory of residence, and which provides coverage in whole or in part, for health care benefits, services and/or supplies.

(u) **Health Care Professional**: A person licensed, certified, or registered to practice in a health care capacity by the appropriate licensing, certification or registration authority, as deemed appropriate by Blue Cross, 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 certificate.

(v) **Identification Number**: A number issued to each Participant after acceptance of the Member's application for coverage. This number must be used when submitting Eligible Expenses for payment. Upon termination of coverage this number becomes null and void.

(w) **Immediate Family**: A person who is related to the Participant by blood or marriage, regardless if he lives with the Participant or not. This includes, but is not limited to: a Spouse, Children, parents or siblings.

(x) **Late Applicant**: An Employee or Dependent who applies for coverage under this Contract more than 31 days after becoming eligible for coverage.

(y) **Medically Necessary**: Services or supplies (if applicable) 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 the Participant's province or territory of residence.

(z) **Member**: The Employee who has submitted an application and has been accepted by Blue Cross for coverage.

(aa) **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.

(bb) **Participants**: Members and Dependents are defined in this Contract as Participants.

(cc) **Personal Information**: Information about an identifiable Participant including, but not limited to the following:

1) their name, home address and/or telephone number;
2) their age, date of birth, gender, marital status and/or family status;
3) an unique identifying number or numbers or other particular assigned on an individual basis;
4) health and/or health care history and/or other information; or
5) financial arrangements and/or employment history information,

that is collected, used or disclosed for the purpose of providing services and/or administrating Benefits hereunder, or as such expressions is otherwise defined under Applicable Privacy Legislation.

(dd) **Provider**: The business, organization, professional corporation, hospital, clinic, Health Care Professional or any other person having made a diagnosis, treated, attended or rendered a service or product to a Participant as deemed appropriate by Blue Cross.

(ee) **Resident**: A Participant whose fixed, permanent and principal home for legal purposes is Canada. A tourist, transient or visitor to Canada is not considered a Resident.

(ff) **Schedule of Fees**: A listing of selected Benefits which indicates the maximum fee Blue Cross will pay for those Benefits. This maximum fee is determined by Blue Cross and is reviewed on a regular basis to ensure that it is reasonable based on the market fees being charged.

(gg) **Single Coverage**: Benefits eligible to the Member only.

(hh) **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 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.

(ii) **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 Employee 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) the Contract Holder's Application for Group Insurance;

(b) the individual applications of the Members;

(c) any documentation supporting or amending the applications of the Contract Holder or Members;

(d) this document, including the Benefit Summary; and

(e) any amendment to this document; including the Benefit Summary.

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 document replaces/supersedes any previous Contract or agreement, oral or written between Blue Cross and the Contract Holder.

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 to any party 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 this 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. No amendment is valid, unless it has been authorized by the signatures of two authorized officers of Blue Cross. The payment of Member rates, which are due any time after the effective date of the amendment shall constitute acceptance of the amendment by the Contract Holder.

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

1.7 Contract Termination

(a) Blue Cross reserves the right to terminate this Contract 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 or the end of the month in which the last premium payment was received.

(b) If the Contract Holder has replaced this Contract by another contract covering the same group of Employees the termination date of this Contract shall be the earlier of the end of the grace period or the day before the effective date of the replacement contract.

(c) Subsequent to the Contract Holder's original 12 month enrolment period, either the Contract Holder or Blue Cross may terminate, at the end of any month, the Benefits provided by this Contract 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 following the expiration of the 30 day notice period or the date requested in the notice of termination.

(d) In the event this 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).

(e) The Member's benefits will be terminated as specified in the Benefit Summary.

(f) 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.

(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) 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.

1.8 Contract Renewal

Upon completion of the initial Contract period, this 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.

1.9 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 Applicable 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 Personal Information.

Blue Cross acknowledges and agrees that any and all Personal 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 Personal 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, directors, officers 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 Applicable 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.

(e) The requirement as outlined in Subsection 1.9 Privacy will survive the termination or expiry of 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, Payment Due Dates and Termination

(a) 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.

(b) 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.

(c) 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 this Contract without prior notice to the Contract Holder.

(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.

(f) The Benefits provided by this Contract shall terminate automatically if the Member's regular employment with the Contract Holder is terminated, unless the Contract Holder has made arrangements through a prior agreement with Blue Cross to continue coverage.

(g) Termination of the rights and Benefits of the individual Member shall also mean termination of the rights and benefits of his Dependents.

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 1.7, 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 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.

2.5 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 decrease or 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 a Late Applicant 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.

A change in Member rates by reason of the Member adding or removing eligible Dependents shall take effect on the first day of the month if the notice to add or remove eligible Dependents is received on the first day of the month. If the notice is received on a day other than the first day of the month the change in Member rates shall take effect in the first day of the following month.

3.4 Termination of Coverage

(a) Except as provided in Subsection 3.5, Extension of Coverage and Subsection 3.7 Misrepresentation/Fraudulent Claims, 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 and Subsection 3.7 Misrepresentation/Fraudulent Claims, 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 Misrepresentation/Fraudulent Claims

Coverage for Participant may be suspended or terminated by Blue Cross immediately, without notice, if a Participant:

(a) assists a person to obtain, or attempt to obtain, Benefits under this Contract for which such person is not eligible;

(b) assists or knowingly participates in any act with a Provider that has the purpose or effect of enabling the Provider or a Participant to submit false, misleading or fraudulent claims; or

(c) makes any false statements, knowingly provides false information or withholds material information to obtain benefits for which he is not eligible.

The Member must reimburse Blue Cross for any amounts received from Blue Cross in such circumstances.

3.8 Provider Eligibility

Blue Cross may, in its discretion, from time to time, review the qualifications, practices and claims of Providers and deem certain Providers ineligible. In such case, Blue Cross reserves the right, in its sole discretion, to refuse to accept claims submitted to it by or on behalf of a Participant in relation to that Provider.

3.9 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.

3.10 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.

3.11 General Exclusions

The following are benefit exclusions under this Contract:

(a) services or supplies incurred by Participants prior to the Effective Date of coverage or after the termination of coverage,

(b) medical examinations or routine general checkups required for the use of a third party,

(c) Benefits to which the Participant is entitled under any Government Health Program,

(d) charges which normally would not be made if the Participant were not covered by this Contract,

(e) services or supplies relating to elective or cosmetic surgery or treatment,

(f) mileage and/or delivery charges (excluding oxygen delivery) to or from a Provider,

(g) treatment, services or supplies required in connection with any injury or disease resulting from:

    1) participation in an insurrection, war or act of war (declared or not),

    2) participation in any civil commotion, riot, public confrontation, hijacking, terrorism or any other act of aggression,

    3) the hostile action of the armed forces of any country,

    4) service in the armed forces of any country.

(h) items, supplies or services not listed as a benefit in this Contract,

(i) treatment, services or supplies required as a result of attempting to commit a criminal act,

(j) treatment, services or supplies provided by an unqualified Provider,

(k) fees for failure to keep appointments, for completion of forms, for letters of expertise or for court appearances, institutional calls or visits,

(l) interest charges on any product or service,

(m) treatment, services or supplies which are normally paid for directly or indirectly by the employer,

(n) treatment, services or supplies which are experimental or investigative in nature, as determined by Blue Cross,

(o) treatment, services or supplies which are not Medically Necessary,

(p) treatment, services or supplies provided by a person or Provider who is related to or resides with the Participant,

(q) treatment, services or supplies that are provided by a Provider that Blue Cross, in its discretion, has deemed ineligible.

3.12 Force Majeure

Neither Blue Cross nor the Contract Holder shall be liable to each other for non-performance of its obligations hereunder if such non-performance is caused by conditions including but not limited to: natural disasters, war, insurrections and/or any other causes beyond the reasonable control of the injured party.

Section 4 - Claim Provisions

4.1 Notice of Claim

To receive Benefits under this Contract, notice and proof of claim must be submitted to Blue Cross within 12 months of the date the Eligible Expense was incurred. Blue Cross will not be liable for any claim submitted more than 12 months after the date the Eligible Expense was incurred.

4.2 Proof of Claim

In order to claim for Benefits under this Contract when they are not submitted directly by the Provider, 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 received or services rendered. The Participant must complete a claim form approved and supplied by Blue Cross and submit the official paid receipt in support of the amount claimed as required.

It shall be the responsibility of the Member to provide evidence of Government Health Program allowances, if applicable, at the time of submitting such claims to Blue Cross.

4.3 Compliance Verification

As a condition of this Contract, Blue Cross has the right to request and obtain information and medical/dental records or copies of records from any Provider. 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 information and medical/dental or hospital records of the Participant applies only to those cases where the information may be necessary to properly administer claims arising under this Contract.

Where, (i) as a result of review of the information and medical/dental records, Blue Cross determines that a claim submitted to it was not an Eligible Expense, or (ii) Blue Cross is refused access to the information and medical/dental records, Blue Cross may, in its sole discretion, refuse to pay the claim and any future claims in respect of either the Participant, that Provider or both.

4.4 Rights of Blue Cross

The Contract Holder agrees to the provisions of the Benefits of this Contract and acknowledges that Blue Cross shall not be liable for any act or omission of any Provider.

Blue Cross reserves the right to limit its payment to the charge in force at the time this Contract was issued.

4.5 Insurance Act

Every action or proceeding against an insurer (i.e., Blue Cross) for the recovery of insurance money payable under this Contract is absolutely barred unless commenced within the time set out in the Insurance Act.

4.6 Assignment

Blue Cross may, at its option, pay the amount of Benefits provided by this Contract to either the Member or to the Provider.

Upon approval from Blue Cross, a Member may assign reimbursement of eligible Benefits to the Provider. The Provider must then 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.

Blue Cross reserves the right to refuse to accept the claim as submitted by any Provider. In this case Blue Cross may 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.

4.7 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.

4.8 Benefit Conditions

As a condition to providing the Benefits under this Contract, only Participants eligible for benefits under a Government Health Program are entitled to the Benefits of this Contract.

The Benefits under this Contract are not intended to replace benefits provided by a Government Health Program. Benefits will only be paid once all Government Health Program funding has been fully accessed and Government Health Program maximums have been reached, unless otherwise indicated in this Contract.

If a Participant does not receive funds from all eligible Government Health Programs 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 from a Government Health Program.

The Benefits of this Contract will be provided for only those services recommended by an appropriate Provider and will be continued only while the Participant is under active treatment and receiving the care of an appropriate Provider.

Benefits provided by this Contract shall be based upon the Usual, Customary and Reasonable charges subject to the coverage level and any deductible or maximum amount indicated in the Benefit Summary and the Benefit conditions specified in this Contract.

4.9 Coordination of Benefits and Reimbursement

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.

When a Participant is entitled to receive benefits under this Contract and is entitled simultaneously to receive benefits under any other prepaid health service contract or benefits contract 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

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

Dependent Children

2) the plan where the parent with the earlier birthdate (month/day) in the calendar year.

3) the plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birthdate.

4) 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 been coverage under that plan only.

4.10 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, to give effect to the provisions of Subsection 4.10 Subrogation of this Contract and to secure Blue Cross' 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 - Health Benefit Provisions

5.A Prescription Drugs

5.A.1 Definitions

The following terms are defined in supplement to the terms identified in Subsection 1.1 Definitions.

(a) **Alberta Blue Cross Drug Benefit List:** A listing created and varied from time to time and published by Blue Cross which contains the drugs, drug products and their respective restrictions, limitations and other criteria, defined as Benefits under this Contract.

(b) **Eligible Drugs:** Drugs defined as Eligible Drugs in the current Alberta Blue Cross Drug Benefit List.

(c) **Fertility Drugs:** Drugs with at least one Health Canada indication for treatment of infertility, as defined by Blue Cross.

(d) **Sexual Dysfunction Drugs:** Drugs with at least one Health Canada indication for treatment of sexual dysfunction, as defined by Blue Cross.

(e) **Smoking Cessation Drugs:** Drugs with at least one Health Canada indication for smoking cessation, as defined by Blue Cross.

(f) **Vaccines:** Drugs with at least one Health Canada indication for the use as a vaccine, as defined by Blue Cross.

(g) **Weight Loss Drugs:** Drugs with at least one Health Canada indication for weight loss, as defined by Blue Cross.

5.A.2 Benefits

Blue Cross will pay for the following Eligible Expenses. These expenses are subject to the coverage level and any deductible or maximum amount shown in the Benefit Summary and the benefit conditions specified below.

(a) Eligible Expenses for products prescribed by a Health Care Professional and dispensed by a pharmacist. A receipt issued by a 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.

(b) Eligible Expenses for the purchase of insulin, selected diabetic supplies and eligible vaccines whether prescribed or not, when dispensed by a Health Care Professional.

(c) 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.

(d) Eligible Expenses for sclerotherapy prescribed by a Health Care Professional.

5.A.3 Exclusions and Limitations

(a) 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.

(b) Blue Cross will not pay for products used for diagnostic purposes.

5.B Hospital

5.B.1 Definitions

The following terms are defined in supplement to the terms identified in Subsection 1.1 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 abuse.

(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 patient bed.

(d) **Semi-Private Room**: A room in a Hospital facility which holds only 2 patient beds.

5.B.2 Benefits

Blue Cross will pay 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. These expenses are subject to the coverage level and any deductible or maximum amount shown in the Benefit Summary and/or the Schedule of Fees and the Benefit conditions specified below.

(a) **Private Room** – The difference between the charges of 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 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) **Semi-Private Room** – The difference between the charges of a Hospital ward and a Semi-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 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.

(c) **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) Blue Cross will not pay for expenses for registration charges or non-resident surcharges in any Hospital.

(c) 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.

5.C Extended Health

5.C.1 Definitions

The following terms are defined in supplement to the terms identified in Subsection 1.1 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 for the following Eligible Expenses. These expenses are subject to the coverage level and any deductible or maximum amount shown in the Benefit Summary and/or the Schedule of Fees, and 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 Health Care Professional for the repair, extraction and/or replacement of a Participant's natural or permanently attached artificial 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 or government approved active treatment centre 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 Hospital or government approved active treatment centre in any Canadian province or territory, is also covered when normal ground transportation is not available or in the best medical interest of the patient.

(c) **Home Nursing Care –** Eligible Expenses on the written order of a Health Care Professional for Nursing Services provided by a Nurse.

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.

(d) **Manual Hospital Bed –** Eligible Expenses on the written order of a Health Care Professional for the rental or the purchase (at the discretion of Blue Cross) of manual hospital beds. Repair of manual hospital beds is included and does not require the written order of a Health Care Professional. If medically required by a Participant an electric hospital bed would be covered up to the cost of a manual hospital bed.

(e) **Manual Wheelchairs –** Eligible Expenses on the written order of a Health Care Professional for the rental or the purchase (at the discretion of Blue Cross) of manual wheelchairs. Repair of manual wheelchairs is also included and does not require the written order of a Health Care Professional If medically required by a Participant, an electric wheelchair would be covered up to the cost of a manual wheelchair.

(f) **Mastectomy Prosthesis –** Eligible Expenses on the written order of a Health Care Professional for the purchase of an external mastectomy prosthesis. Eligible Expenses for the purchase of a supporting brassiere when used in conjunction with the external mastectomy prosthesis are also eligible.

(g) **Prosthetics –** Eligible Expenses for the purchase 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 prosthetic is also eligible and does not require a written order of a Health Care Professional. The purchase of required prosthetic supplies is also eligible when used in conjunction with a covered prosthetic.

Complementary Extended Health Option

(h) **Braces –** Eligible Expenses on the written order of a Health Care Professional for custom fitted braces which incorporate a rigid support of metal or plastic. The repair of a custom fitted brace does not require the written order of a Health Care Professional.

(i) **Diagnostic Services and Laboratory Testing –** Eligible Expenses on the written order of a Health Care Professional for laboratory tests or diagnostic services, performed by a commercial laboratory or diagnostic facility.

(j) **Eye Examinations –** Eligible Expenses for eye examinations provided to Participants between 19 and 64 years of age.

(k) **Foot Orthotics –** Eligible Expenses on the written order of a Health Care Professional for the purchase of foot orthotics.

(l) **Hearing Aids –** Eligible Expenses on the written order of a Health Care Professional for the purchase of hearing aids (excluding batteries). The repair of hearing aids is also included and does not require the written order of a Health Care Professional.

(m) **Ileostomy, Colostomy, Urinary Catheters and Supplies –** Eligible Expenses for ileostomy, colostomy urinary catheters and supplies.

(n) **Medical Aids –** Eligible Expenses for the purchase of:

1) casts, canes, cervical collars, crutches, splints, trusses, stump socks and surgical stockings,
2) traction kits and walkers; a written order of a Health Care Professional is required,
3) wig/hairpiece on the written order of a Health Care Professional when required for hair loss due to a medical condition, illness or accidental injury.

(o) **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.

(p) **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.

(q) **Osteopath** – Eligible Expenses for services provided by a licensed osteopath.

(r) **Oxygen –** Eligible Expenses for the rental or purchase of oxygen and the equipment for its use.

(s) **Physiotherapist** – Eligible Expenses for services provided by a licensed physiotherapist.

(t) **Podiatrist/Chiropodist** – Eligible Expenses for services or supplies provided by a licensed podiatrist or chiropodist.

(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.

Enhanced Extended 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.

(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 research or experimental medical treatment not approved or recognized by a Government Health Program.

(b) Blue Cross will not pay for stock item footwear.

(c) Blue Cross will not pay for artificial larynx or artificial noses.

(d) Blue Cross will not pay for services such as, but not limited to, relaxation and sports massages.

(e) Blue Cross will not pay for tests performed in a doctor's office or pharmacy.

(f) Blue Cross will not pay for charges for drugs and administration of injectable drugs supplied directly and charged for by a Provider.

(g) 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.

(h) Blue Cross will limit its payment of Benefits to one visit per Participant per Provider each calendar day.

(i) Blue Cross will not pay for myoelectric controlled prosthesis.

(j) 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

The following terms are defined in supplement to the terms identified in Subsection 1.1 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 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 Health Care Professional.

(b) **Medical Emergency:** Medical treatment of an immediate nature required as a result of an unforeseen accident or illness.

(c) **Nurse:** A Registered Nurse, Registered Nursing Assistant or Licensed Practical Nurse duly registered in the place (or jurisdiction) where the service is provided.

(d) **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 or territory of residence, Blue Cross will pay for the following Eligible Expenses, subject to the coverage level and any maximum amount shown in the Benefit Summary and the benefit conditions specified below.

(a) **Accidental Dental Care** – Usual, Customary and Reasonable charges, as determined by Blue Cross, for services provided by a Health Care Professional for the repair, extraction and/or replacement of a Participant's natural or permanently attached artificial 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 Health and Dental Plan and the Participant must see a Health Care Professional immediately following the accident. 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.

(e) **Dental Pain Relief** – Eligible Expenses incurred for treatment in a dental office 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 and when approved by the travel assistance service medical advisor for laboratory services and x-rays. Services include but are not limited to MRIs, CAT scans and cardiac catheterization.

(g) **Drugs** – Eligible Expenses for prescription drugs, serums and administration of injectable drugs prescribed by a Health Care Professional and supplied by a pharmacist.

(h) **Expenses to Visit the Participant**

1) One round trip economy airfare, by the most direct route from the Participant's province or territory of residence, will be reimbursed for a family member or a friend to visit a Participant confined in Hospital. This benefit requires the Participant to have been an inpatient for at least 3 days outside the Participant's province or territory of residence, plus the written verification of the attending physician that the situation is serious enough to have required the visit.

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 physician that the situation is serious enough to have required the visit and supported with receipts from commercial organizations.

The family member or friend is responsible for their own emergency medical travel insurance.

(i) **Hospital Accommodation** – Eligible Expenses for accommodation in a general active treatment hospital.

(j) **Identification of Deceased**

1) One round trip economy airfare, by the most direct route from the Participant's province or territory of residence, will be reimbursed for a family member or a friend to 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 associated with the trip to identify the deceased.

The family member or friend is responsible for their own emergency medical travel coverage.

(k) **Incidental Expenses** – Eligible miscellaneous expenses incurred (e.g. telephone, television) 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.

(l) **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 or territory of residence is delayed due to illness or injury to this traveling companion. This must be verified by the attending physician and supported with receipts from commercial organizations.

(m) **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.

(n) **Medical Evacuation**

1) *Air ambulance services* – the cost of air evacuation between hospitals or for hospital admission in the Participant's province or territory of residence, at the discretion of Blue Cross or when ordered by the attending physician or the travel assistance service medical advisor and approved by Blue Cross.

2) *Repatriation* – when the emergency is such that:

i) the attending physician or the travel assistance service medical advisor specifies in writing that the Participant should immediately return to the province or territory 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 or territory 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 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.

(o) **Nursing Care** – Eligible Expenses on the written order of a Health Care Professional for Nursing Services provided by a Nurse (not a relative) during and immediately following hospitalization.

(p) **Outpatient** – Eligible Expenses for outpatient services in a general active treatment hospital.

(q) **Paramedical Providers** – Eligible Expenses for services made by chiropractors, podiatrist/chiropodists and physiotherapists (including x-rays).

(r) **Physicians and Surgeons** – Eligible Expenses for physicians and surgeons charges for services rendered.

(s) **Return of Deceased** – The cost of preparation and homeward transportation to the province or territory of residence, of a deceased Participant (excluding the cost of a coffin).

(t) **Return of Dependent Children –** Eligible Expenses for one-way economy airfare for the return of Dependent children provided the Participant has been admitted to Hospital for more than 48 hours or has been medically repatriated. This will include Eligible Expenses for an escort at the discretion of Blue Cross.

(u) **Return of Personal Items** – The cost of the return of luggage or personal items if the Participant has been returned to their province or territory of residence by air ambulance. This benefit also applies to reimbursement towards the cost of returning the deceased person's personal items to their province or territory of residence.

(v) **Return of Pet(s) –** The cost of one-way transportation to return a pet(s) travelling with the injured Participant, to the Participant's province or territory of residence if the Participant has been returned to their province or territory of residence by air ambulance.

(w) **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 Provider.
2) confirm coverage and coordinate payment to the Provider.
3) supervise the medical treatment and keep the Participant's family informed.
4) arrange the transportation of a family member or a friend 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.
13) coordinate the safe return of personal items or pet(s) if the Participant is returned by air ambulance.

(x) **Vehicle Services**

1) _Vehicle Return_ – The cost of driving the Participant's vehicle, either private or rental, when pre-approved by Blue Cross, to the Participant's province or territory 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 or territory 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) the effective date of the Participant's Out of Province Emergency Travel Benefits.

(b) The coverage shall terminate on the earliest of:

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) 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 Health and Dental Plan 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 Provider who is related to the Participant.

(f) Blue Cross shall not pay for any Benefit relating to pregnancy or childbirth complications, including treatment for the newborn, if the Medical Emergency occurs after the 32nd week of gestation or is a result of the deliberate inducement of a miscarriage.

(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 Provider or travel assistance service medical advisor, reserves the right to transfer the Participant to another hospital or to return the Participant to their province or territory of residence. If a Participant is medically able to return to their province or territory of residence and refuses to comply with the transfer request, Blue Cross will be absolved of any further liability, whether related to the initial incident or not.

(i) Benefits are not covered if expenses are incurred when the Participant could have been returned to their province or territory of residence without endangering their life or health, even if the treatment available in their province or territory of residence could be of lesser quality than the treatment available outside their province or territory 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 or territory 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. Blue Cross shall have the right to obtain medical information from the Participant's physician(s) and may request an assessment by an independent physician(s) or specialist(s).

(l) Services or treatments are not covered, regardless of the nature of the claim, if a Participant travels to another province or country primarily for hospitalization or services rendered in connection with:

1) seeking medical advice, surgery, a second opinion or treatment, intentionally or incidentally, even if the trip is on the medical recommendation of a Provider, 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, Trade and Development of the Canadian government, or its equivalent, prior to the departure date advising Canadians to avoid non-essential travel or avoid all travel to that country, region or city unless the incident is unrelated to the posted warning.

(o) This coverage is only available to Participants who are covered by a Canadian federal and/or provincial Government Health Program.

(p) The following Benefits are not covered unless prior approval is received from the travel assistance provider and are subject to the discretion of Blue Cross:

1) medical evacuation air ambulance services, or
2) medical evacuation repatriation, or
3) friend/family Hospital visits, or
4) friend/family identification of deceased, or
5) vehicle services, or
6) return of Dependent children, or
7) return of personal items, or
8) return of pet(s).

(q) Payment will be made by Blue Cross by cheque upon receipt and appraisal of the necessary charges and information concerning the accounts as detailed. Claims must be supported by receipts from commercial organizations. 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.

(r) Benefits are not covered if expenses are incurred due to:

1) abuse of medication, toxic substances, alcohol or the use of non-prescription drugs, or
2) 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
3) commission of or attempt to commit, directly or indirectly, a criminal act under legislation in the area of commission of the offense, or
4) treatment, services or supplies required in connection with any injury or disease resulting from:
   i) participation in an insurrection, war or act of war (declared or not).
   ii) participation in any civil commotion, riot public confrontation, hijacking, terrorism or any other act of aggression.
   iii) the hostile action of the armed forces of any country.
   iv) service in the armed forces of any country.

(s) All Eligible Expenses listed in the Out of Province Emergency Travel Section shall be payable upon submission of certification by the Provider that services included in the Eligible Expenses have been required for emergency treatment.

(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.

(w) Amounts payable as a result of a Medical Emergency incurred outside of the Participant's province or territory of residence are in excess of any amounts available or collectible under any existing coverage or insurance concurrently in force held by the Participant or available to the Participant. All other sources of recovery, indemnity payments or insurance coverage must be exhausted before payments will be made by Blue Cross. Payment by all insurers cannot exceed 100% of the Eligible Expense.

5.D.4 Extension of Coverage

Coverage will be extended for a maximum of 72 hours following the lesser of the Benefit Period or Reduction limitation as outlined in the Benefit Summary 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 Benefits

Blue Cross will pay for the following Eligible Expenses. These expenses are subject to the coverage level and any deductible or maximum amount shown in the Benefit Summary and the benefit conditions specified below.

(a) The purchase, replacement or repair of:

contact lenses;

eyewear; and

intraocular lenses

which are prescribed as a result of an eye examination by a Health Care Professional.

(b) Laser eye surgery, including assessment fees.

5.E.2 Exclusions and Limitations

(a) Blue Cross will not pay for eye examinations under the Vision Care portion of Benefits. To determine if eye examinations are eligible refer to the Extended Health portion of this Contract.

5.F Second Opinion

5.F.1 Benefits

This Benefit offers Members and their Dependents who are faced with a serious medical condition the opportunity to obtain a second medical opinion. Serious medical conditions, which qualify for Second Opinion are identified in the Benefit Summary.

A medical specialist will review the patient's medical documentation and provide recommendations to the patient and their physician. Treatment decisions are made between the patient and their physician.

Second Opinion's privacy policy complies with requirements under the Personal Information Protection and Electronic Documents Act (PIPEDA), as well as Applicable Privacy Legislation.

5.F.2 Exclusions and Limitations

(a) This Benefit does not cover the cost of the travel, accommodation or treatment; these costs are the responsibility of the patient. The Out of Province Emergency Travel Plan Benefits will not pay for emergency expenses incurred while seeking medical advice, surgery, a second opinion or treatment, outside the patient's province or territory of residence, even if the trip is on the recommendation of a Second Opinion medical specialist or a Provider.

(b) Blue Cross shall not be responsible for the availability, quality or results of any medical treatment or the failure of the Participant to obtain recommended treatment.

Section 6 - Dental Benefit Provisions

6.A Definitions

6.A.1 Definitions

The following terms are defined in supplement to the terms identified in Subsection 1.1 Definitions.

(a) **Diagnostic –** Procedures to assist in evaluating the existing condition to determine the required dental treatment.

(b) **Endodontics –** Treatment of the tooth pulp, root canal and periapical area of the tooth root.

(c) **Mixed Dentition –** A combination of primary (deciduous/baby) teeth and permanent (adult) teeth.

(d) **Oral Surgery –** Procedures for extractions and other oral surgery related to teeth and the tissues supporting the teeth.

(e) **Orthodontic** – Procedures for preventive and corrective techniques to position teeth in a normal and harmonious relationship and bite.

(f) **Periodontic** – Procedures that emphasize the examination, diagnosis and treatment of the tissues that surround and support teeth.

(g) **Permanent Dentition –** The teeth that replace primary teeth (adult teeth).

(h) **Preventive –** Procedures to prevent or minimize adverse conditions of teeth.

(i) **Primary Dentition –** The first teeth to erupt in childhood (deciduous/baby teeth).

(j) **Prosthodontic** – The provision of fixed (crowns or bridges) or removable (complete or partial dentures) appliances used in the replacement of teeth.

(k) **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.

(l) **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 for the following Eligible Expenses or the amount billed, whichever is the lesser. These expenses are subject to the coverage level and any deductible or maximum amount shown in the Benefit Summary and the Benefit conditions specified 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) Imaging

i) Complete series of images (or dollar equivalent) or panoramic image, unless special need is shown and accepted in writing by Blue Cross

ii) Bitewing images

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) 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 Periodontic

6.C.1 Benefits

Blue Cross will pay for the following Eligible Expenses or the amount billed, whichever is the lesser. These expenses are subject to the coverage level and any deductible or maximum amount shown in the Benefit Summary and the Benefit conditions specified below.

(a) **Diagnostic**

1) General periodontal exam

(b) **Treatment Procedures of the Tissues Supporting the Teeth**

1) Surgical

i) Periodontic surgery
ii) Osseous surgery
iii) Osseous graphs
iv) Soft tissue graphs

2) Non-Surgical

i) Provisional splinting
ii) Scaling and root planing - in excess of 4 time units in any 12 month period
iii) Management of oral infections
iv) Periodontal appliances for bruxism
v) Repair and reline of periodontal appliances
vi) Occlusal equilibration

6.D Extensive

6.D.1 Benefits

Blue Cross will pay for the following Eligible Expenses or the amount billed, whichever is the lesser. These expenses are subject to the coverage level and any deductible or maximum amount shown in the Benefit Summary and the Benefit conditions specified below.

(a) **Diagnostic**

1) Fixed oral rehabilitation exam

(b) **Prosthodontic Services**

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

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.

(c) **Related Services**

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

6.E Orthodontic

6.E.1 Benefits

Blue Cross will pay for the following Eligible Expenses or the amount billed, whichever is the lesser. These expenses are subject to the coverage level and any deductible or maximum amount shown in the Benefit Summary and the Benefit conditions specified 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.F Exclusions and Limitations

(a) Blue Cross will establish and maintain guidelines and policies that will be used to make decisions of benefit coverage.

(b) 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.

(c) Images will be covered only if the service is used to diagnose dental services which are a benefit under this Contract.

(d) Where the charge for a particular service includes a fee for diagnostic imaging, no other image charges will be covered for the diagnosis or treatment of that condition.

(e) Where there is a charge for imaging, no other charges for the interpretation of the image will be covered for the diagnosis or treatment of that condition.

(f) Blue Cross will not pay for duplication of images and photographs.

(g) 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.

(h) Dental Services which cost more than the pre-determination amount indicated in the Benefit Summary require prior approval from Blue Cross, in the form of a treatment plan and diagnostic records. To facilitate prior approval electronic or paper submission of pre-determinations 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.

(i) 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.

(j) 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.

(k) Blue Cross will not pay for fees for instructions in dental hygiene and/or fees for nutritional counseling.

(l) Blue Cross will not pay for fees for polishing and finishing restorations.

(m) 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.

(n) Blue Cross will not pay for the facility fee required in conjunction with the administration of anesthesia.

(o) Blue Cross will not pay for fees for dispensing drugs and medication, writing prescriptions, injection of therapeutic drugs, hypnosis, acupuncture, and electronic dental anaesthesia.

(p) 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.

(q) Where implant retained prosthodontic appliances are utilized, Blue Cross will limit its payment to the cost of a standard removable or fixed type of the same appliance.

(r) Blue Cross will not pay for habit breaking appliances including but not limited to tongue thrusting and thumb sucking appliances, unless otherwise indicated in the Benefit Summary.

(s) Blue Cross will not pay for other oral appliances including but not limited to mouth guards, night guards and sleep disorder appliances.

(t) Blue Cross will not pay for bleaching of teeth.

(u) Blue Cross will not pay for hospital charges for dental services.

(v) 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.

(w) Blue Cross will not pay for the replacement dentures, devices or appliances that are lost, stolen or broken through misuse.

(x) Blue Cross will not pay for a spare or duplicate dentures, devices or appliances.

(y) 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.

(z) Blue Cross will not pay for myofunctional therapy.

(aa) Blue Cross will not pay for motivation of patient.