

Head Office: Moncton, New Brunswick
Canada

DELIVERY AGREEMENT

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537-000 & Sections

Date of Application: 01 July 2001

The master Health/Dental policy attached to this document, issued by Blue Cross of Atlantic Canada, doing business as Atlantic Blue Cross Care, includes all previously issued amendments and replaces any previously issued policy.

The Policyholder hereby acknowledges receipt of the policy and accepts and agrees to its terms and conditions.

SIGNED at _____ this _____ day of _____ 20_____

Witness

Signature of Authorized Officer
for the Policyholder

Title

GROUP HEALTH POLICY AMENDMENT

**Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia**

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537 and Sections

Effective Date: June 1, 2015

AMENDMENT - 15

The master policy, issued by Medavie Blue Cross, is hereby amended as follows:

Employee Contribution wording is removed from the contract. Please review attached replacement pages for change.

Termination of Benefits is revised. Please review attached replacement pages for change.

The following page(s) is/are revised:
POLICY SUMMARY, pages 1 to 2

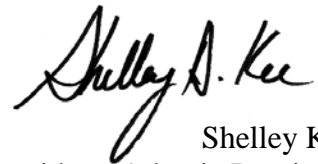
This amendment forms part of the contract between Medavie Inc., operating under the business name Medavie Blue Cross, and the Policyholder and should be filed with the group policy. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of contributions by the Group Contract Holder to Medavie Blue Cross within 60 days of the receipt of this amendment constitutes acceptance of this Amendment by the Group Contract Holder.

Signed for Medavie Blue Cross at Moncton, New Brunswick this 19th day of June 2015.



John Diamond
Vice President Finance and Treasurer



Shelley Kee
Vice President, Atlantic Provinces

Acknowledging receipt of this amendment on behalf of the Policyholder on this ___ day of _____ 20__.

Authorized Officer of the Policyholder

Title

Please acknowledge receipt by signing and returning the original to Medavie Blue Cross.

Examined by: CM

GROUP HEALTH POLICY AMENDMENT

Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537 and Sections

Effective Date: January 1, 2015

AMENDMENT - 14

The master policy, issued by Medavie Blue Cross, is hereby amended as follows:

Applicable to Policies 5537-005 and 006:

Massage Therapy is revised to match Policy 5537-002. Please review attached replacement page for benefit description.

The following page(s) is/are revised:

SECTION 5D – EXTENDED HEALTH BENEFIT PROVISIONS, page S-5D.3

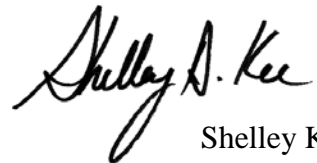
This amendment forms part of the contract between Medavie Inc., operating under the business name Medavie Blue Cross, and the Policyholder and should be filed with the group policy. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of contributions by the Group Contract Holder to Medavie Blue Cross within 60 days of the receipt of this amendment constitutes acceptance of this Amendment by the Group Contract Holder.

Signed for Medavie Blue Cross at Moncton, New Brunswick this 30th day of April 2015.



John Diamond
Vice President Finance and Treasurer



Shelley Kee
Vice President, Atlantic Provinces

Acknowledging receipt of this amendment on behalf of the Policyholder on this ___ day of _____ 20__.

Authorized Officer of the Policyholder

Title

Please acknowledge receipt by signing and returning the original to Medavie Blue Cross.

Examined by: CM

GROUP HEALTH POLICY AMENDMENT

**Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia**

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537 and Sections

Effective Date: July 1, 2014

AMENDMENT - 13

The master policy, issued by Medavie Blue Cross, is hereby amended as follows:

Applicable to Policies 5537-000, 003 and 004:

Dental Benefit is revised as follows: The \$50 single/\$100 family per calendar year deductible is removed.

The following page(s) is/are revised:

POLICY SUMMARY, page 7

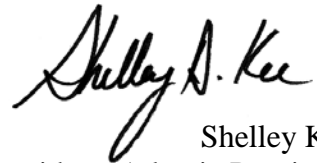
This amendment forms part of the contract between Medavie Inc., operating under the business name Medavie Blue Cross, and the Policyholder and should be filed with the group policy. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of contributions by the Group Contract Holder to Medavie Blue Cross within 60 days of the receipt of this amendment constitutes acceptance of this Amendment by the Group Contract Holder.

Signed for Medavie Blue Cross at Moncton, New Brunswick this 11th day of December 2014.



John Diamond
Vice President Finance and Treasurer



Shelley Kee
Vice President, Atlantic Provinces

Acknowledging receipt of this amendment on behalf of the Policyholder on this ___ day of _____ 20__.

Authorized Officer of the Policyholder

Title

Please acknowledge receipt by signing and returning the original to Medavie Blue Cross.

Examined by: CM

GROUP HEALTH POLICY AMENDMENT

Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537 and Sections

Effective Date: As Indicated Below

AMENDMENT - 12

The master policy, issued by Medavie Blue Cross, is hereby amended as follows:

Effective September 1, 2014

Vision Care Benefit is revised as follows:

- dependent children less than 19 years of age qualify for vision benefits every 12 consecutive months

Applicable to Policies 5537-000, 003 and 004:

Extended Health Benefit is revised as follows:

- The co-insurance for Professional Ambulance is revised to 100%

Effective July 1, 2014

Vision Care Benefit is revised as follows:

- eyeglasses following surgery limited to a lifetime amount of \$100 per participant

Applicable to Policies 5537-000, 003 and 004:

Extended Health Benefit is revised as follows:

- program pays 80% of the eligible expense except for coverage for accidental dental, private hospital room, private duty nursing and artificial limbs which continue to pay at 100% of the eligible expense
- massage therapy is limited to 20 treatments in a calendar year to the usual, customary and reasonable amount
- speech therapist is revised to a maximum payable of \$2,000 per calendar year
- hearing aids is revised to a maximum payable of \$2,000 any five consecutive calendar years
- orthopedics shoes and supplies is revised to a maximum payable of \$400 per calendar year

Vision Care Benefit is revised as follows:

- program pays 80% of the eligible expense
- the maximum payable is \$250 for lenses/frames/contact lenses

Drug Benefit is revised as follows:

- participant pays 20% to a maximum of \$30 for each eligible drug on the prescription
- program pays 100% of the remaining eligible expense

GROUP HEALTH POLICY AMENDMENT

**Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia**

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537 and Sections

Effective Date: As Indicated on Page 1

AMENDMENT - 12

Dental Benefit is revised as follows:

- under Basic Services, program pays 90% of the eligible expense, to a maximum of \$1,000 per calendar year
- Major Restorative Services are added, payable at 50% with a maximum payable of \$1,500 per calendar year
- Orthodontic Services are added, payable at 50% with a maximum payable of \$2,500 in a lifetime

The following replacement page(s) is/are included with this amendment:

POLICY SUMMARY, pages 4 to 7

SECTION 3.0 - GENERAL BENEFIT PROVISIONS, page S-3.02

SECTION 5D - EXTENDED HEALTH BENEFIT PROVISIONS, pages S-5D.2 to S-5D.4

SECTION 5E - VISION CARE BENEFIT PROVISIONS, page S-5E.1

SECTION 5G - DENTAL BENEFIT PROVISIONS, pages S-5G.7 to S-5G.9 (added to the contract)

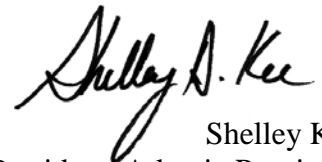
This amendment forms part of the contract between Medavie Inc., operating under the business name Medavie Blue Cross, and the Policyholder and should be filed with the group policy. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of contributions by the Group Contract Holder to Medavie Blue Cross within 60 days of the receipt of this amendment constitutes acceptance of this Amendment by the Group Contract Holder.

Signed for Medavie Blue Cross, at Moncton, New Brunswick this 3rd day of November 2014.



John Diamond
Vice President Finance and Treasurer



Shelley Kee
Vice President, Atlantic Provinces

Acknowledging receipt of this amendment on behalf of the Policyholder on this ____ day of _____ 20__.

Authorized Officer of the Policyholder

Title

Please acknowledge receipt by signing and returning the original to Medavie Blue Cross.

Examined by: CM

GROUP HEALTH POLICY AMENDMENT

**Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia**

Plan Sponsor: ST. THOMAS UNIVERSITY

Plan Number: 5537 and Sections

Effective Date: 01 September 2011

AMENDMENT - 11

The Contract, issued by Medavie Blue Cross, is hereby amended as follows:

SECTION 3.0 – GENERAL BENEFIT PROVISIONS (DEFINITIONS) - the definition of Drug Benefits is revised to include “assigned a natural health product number (NPN) in Canada, and are considered prescription requiring or life sustaining as approved by Medavie Blue Cross”.

The following replacement page(s) is/are included with this amendment:
SECTION 3.0 – GENERAL BENEFIT PROVISIONS, page S-3.04

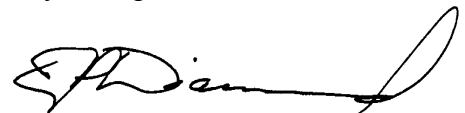
This amendment forms part of the contract between Medavie Inc., operating under the business name Medavie Blue Cross, and the Policyholder and should be filed with the group policy. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of contributions by the Group Contract Holder to Medavie Blue Cross (MBC) within 60 days of the receipt of this amendment constitutes acceptance of this Amendment by the Group Contract Holder.

Signed for Medavie Blue Cross, at Moncton, New Brunswick this 27th day of September 2011.



Laurier Fecteau
Senior Vice President Private Business



John Diamond
Vice President Finance and Treasurer

Acknowledging receipt of this amendment on behalf of the Plan Sponsor on this ___ day of _____ 20__.

Authorized Officer of the Plan Sponsor

Title

Please acknowledge receipt by signing and returning the original to Medavie Blue Cross.

Examined by: SS

CONTRACT AMENDMENT

ADMINISTRATIVE SERVICES ONLY

Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia

Plan Sponsor: ST. THOMAS UNIVERSITY

Plan Number: 5537 and Sections

Effective Date: 01 May 2010

AMENDMENT - 10

The Contract, issued by Medavie Blue Cross, is hereby amended as follows:

Extended Health Benefit has been revised. Please review attached replacement pages for new benefit description.

The following replacement page(s) is/are included with this amendment:

SECTION 5D – EXTENDED HEALTH BENEFIT PROVISIONS, pages S-5D.1 to S-5D.4

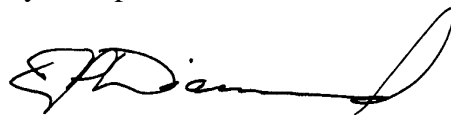
This amendment forms part of the Administrative Services Only Contract between Medavie Inc., operating under the business name Medavie Blue Cross, and the Plan Sponsor, and should be filed with the Administrative Services Only Contract. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of contributions by the Group Contract Holder to Medavie Blue Cross (MBC) within 60 days of the receipt of this amendment constitutes acceptance of this Amendment by the Group Contract Holder.

Signed for Medavie Blue Cross, at Moncton, New Brunswick this 7th day of September 2011.



Laurier Fecteau
Senior Vice President Private Business



John Diamond
Vice President Finance and Treasurer

Acknowledging receipt of this amendment on behalf of the Plan Sponsor on this ____ day of _____ 20__.

Authorized Officer of the Plan Sponsor

Title

Please acknowledge receipt by signing and returning the original to Medavie Blue Cross.

Examined by: SP

GROUP HEALTH POLICY AMENDMENT

**Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia**

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537 and Sections

Effective Date: 01 May 2010

AMENDMENT - 09

The master policy, issued by Medavie Blue Cross, is hereby amended as follows:

Worldwide Travel Benefits and Out of Canada Referrals are cancelled.


The following replacement page(s) is/are included with this amendment:
POLICY SUMMARY, BCH SUMMARY - 01, page 4

The following page(s) is/are removed from the contract:
SECTION 5B - WORLDWIDE TRAVEL BENEFIT PROVISIONS, pages S-5B.1 to S-5B.5
SECTION 5C – REFERRALS FOR SERVICES OUTSIDE CANADA BENEFIT PROVISIONS, pages S-5C.1 and S-5C.2

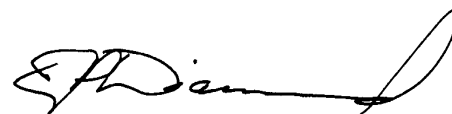
This amendment forms part of the contract between Medavie Inc., operating under the business name Medavie Blue Cross, and the Policyholder and should be filed with the group policy. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of contributions by the Group Contract Holder to Medavie Blue Cross (MBC) within 60 days of the receipt of this amendment constitutes acceptance of this Amendment by the Group Contract Holder.

Signed for Medavie Blue Cross at Moncton, New Brunswick this 21st day of May 2010.



Laurier Fecteau
Senior Vice President Private Business



John Diamond
Vice President Finance and Treasurer

Acknowledging receipt of this amendment on behalf of the Policyholder on this ___ day of _____ 20__.

Authorized Officer of the Policyholder

Title

Please acknowledge receipt by signing and returning the original to Medavie Blue Cross.

Examined by: SS

GROUP HEALTH POLICY AMENDMENT

Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537 and Sections

Effective Date: As Indicated Below

AMENDMENT - 08

The master policy, issued by Medavie Blue Cross, is hereby amended as follows:

Effective 01 November 2008:

The group name for Policy 5537-006 has been revised to St. Thomas University (Survivor Admin)

Effective 01 July 2008:

Policy 5537-008, St. Thomas University (Health Spending Account), has been added to the contract.

The following replacement page(s) is/are included with this amendment:

MASTER LISTING

POLICY SUMMARY, page 8 (added to the contract)

TABLE OF CONTENTS, TABLE-STD-2

SECTION 6.0 - HEALTH SPENDING ACCOUNT BENEFIT PROVISIONS, pages S6-1 to S6-6 (added to the contract)

This amendment forms part of the contract between Medavie Inc., operating under the business name Medavie Blue Cross and the Policyholder and should be filed with the group policy. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of subscriber dues beginning on or after the effective date of this amendment shall constitute acceptance of this amendment by the Policyholder.

Signed for Medavie Inc. at Moncton, New Brunswick this 10th day of February 2009.



I.M. Richard
Secretary



Pierre-Yves Julien
President And Chief Executive Officer

Acknowledging receipt of this amendment on behalf of the Policyholder on this day of 20 .

Authorized Officer of the Policyholder

Title

Please acknowledge receipt by signing and returning the original to Medavie Blue Cross.

Examined by: bcsocn

GROUP HEALTH POLICY AMENDMENT

Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537-000 & Sections (Refer to Master Listing)

Effective Date: As Indicated Below

AMENDMENT - 07

The master policy, issued by Medavie Blue Cross, is hereby amended as follows:

Effective 01 December 2005:

Termination of Benefits has been revised as follows: The benefits provided by this contract terminate on the first of the month following the month in which the individual attains age 70.

Effective 01 November 2005:

The Definition of Dependent is revised as follows:

16) x Dependent: *Dependent means the Subscriber's spouse and unmarried Dependent children as defined below. Dependents defined below shall exclude any person for whom evidence of health, if required, was not approved by Medavie Blue Cross. All dependents must be residents of Canada and be eligible for benefits under the provincial government health care programs in the province of residence in order to be eligible for coverage.*

Effective 01 March 2005:

Medavie Inc., previously known as Atlantic Blue Cross Care, will be operating under the business name of Medavie Blue Cross. The name Medavie Blue Cross will now apply to all references made to Atlantic Blue Cross Care throughout this contract.

GROUP HEALTH POLICY AMENDMENT

Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537-000 & Sections (Refer to Master Listing)

Effective Date: As Indicated on Page 1

AMENDMENT - 07 (Cont'd)

The following replacement page(s) is/are included with this amendment:

POLICY SUMMARY, BCH SUMMARY – 01, page 3

SECTION 3.0 - GENERAL BENEFIT PROVISIONS, page S-3.02

This amendment forms part of the contract between Medavie Inc., operating under the business name Medavie Blue Cross and the Policyholder and should be filed with the group policy. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of subscriber dues beginning on or after the effective date of this amendment shall constitute acceptance of this amendment by the Policyholder.

Signed for Medavie Inc. at Moncton, New Brunswick this 10th day of February 2006.



I.M. Richard
Secretary



Pierre-Yves Julien
President And Chief Executive Officer

Acknowledging receipt of this amendment on behalf of the Policyholder on this day of 20 .

Authorized Officer of the Policyholder

Title

CONS.

Please acknowledge receipt by signing and returning the original to Medavie Blue Cross.

GROUP HEALTH POLICY AMENDMENT

Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537-000 & Sections (Refer to Master Listing)

Effective Date: 01 April 2004

AMENDMENT - 06

The master policy, issued by Medavie Blue Cross, is hereby amended as follows:

Policy 5537-006 (Survivor Benefits) is added to the contract with the same benefits, terms and conditions as Policy 5537-002.

The following replacement page(s) is/are included with this amendment:

Master Listing (added to the contract)

BCH SUMMARY - 01 pages 1 to 7 (replacing previously issued pages)

This amendment forms part of the contract between Medavie Inc., operating under the business name Medavie Blue Cross and the Policyholder and should be filed with the group policy. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of subscriber dues beginning on or after the effective date of this amendment shall constitute acceptance of this amendment by the Policyholder.

Signed for Medavie Inc. at Moncton, New Brunswick this 16th day of March 2005.



I.M. Richard
Secretary



Pierre-Yves Julien
President And Chief Executive Officer

Acknowledging receipt of this amendment on behalf of the Policyholder on this day of 20 .

Authorized Officer of the Policyholder

Title

CONS.

Please acknowledge receipt by signing and returning the original to Medavie Blue Cross.

Examined by: bcnbett

GROUP HEALTH POLICY AMENDMENT

Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537-000 & Sections

Effective Date: 01 August 2004

AMENDMENT - 05

The master policy, issued by Atlantic Blue Cross Care, is hereby amended as follows:

Applicable to Policy 5537-002 only:

Survivor coverage is added to the policy with the same benefits, terms and conditions as Administrative Staff coverage.

This amendment forms part of the contract between Medavie Inc., operating under the business name Atlantic Blue Cross Care (a division of Medavie) and the Policyholder and should be filed with the group policy. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of subscriber dues beginning on or after the effective date of this amendment shall constitute acceptance of this amendment by the Policyholder.

Signed for Medavie Inc. at Moncton, New Brunswick this 9th day of December 2004.



I.M. Richard
Secretary



Pierre-Yves Julien
President And Chief Executive Officer

Acknowledging receipt of this amendment on behalf of the Policyholder on this day of 20 .

Authorized Officer of the Policyholder

Title

CONS.

Please acknowledge receipt by signing and returning the original to Atlantic Blue Cross Care.

Examined by: bcnrand

GROUP HEALTH POLICY AMENDMENT

Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537 & Sections

Effective Date: 01 April 2004

AMENDMENT - 04

The master policy, issued by Atlantic Blue Cross Care, is hereby amended as follows:

Applicable to Policy 5537-004:

Extended Health Benefits are revised as follows: Charges for treatment by a licensed: acupuncturist, naturopath, social worker and psychologist are revised to a maximum of 20 visits per Calendar Year for each Practitioner.

Charges for treatment by a licensed: chiropractor, osteopath and podiatrist are revised to a maximum of 10 visits per Calendar Year for each Practitioner.

The following replacement page(s) is/are included with this amendment:

EXTENDED HEALTH BENEFIT PROVISIONS, pages S-5D.1, S-5D.3 and S-5D.4 (replacing previously issued pages)

This amendment forms part of the contract between Medavie Inc., operating under the business name Atlantic Blue Cross Care (a division of Medavie) and the Policyholder and should be filed with the group policy. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of subscriber dues beginning on or after the effective date of this amendment shall constitute acceptance of this amendment by the Policyholder.

Signed for Medavie Inc. at Moncton, New Brunswick this 6th day of October 2004.



I.M. Richard
Secretary



Pierre-Yves Julien
President And Chief Executive Officer

Acknowledging receipt of this amendment on behalf of the Policyholder on this day of 20 .

Authorized Officer of the Policyholder

Title

CONS.

Please acknowledge receipt by signing and returning the original to Atlantic Blue Cross Care.

Examined by: bcnbett

Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537 & Sections

Effective Date: As Indicated Below

AMENDMENT:

The master policy, issued by Atlantic Blue Cross Care, is hereby amended as follows:

Effective 01 December 2000

The termination age for Dependent children is revised from 19 to 21.

Effective 01 April 2003

Applicable to Policies 5537-000 & 5537-003 only:

Extended Health Benefits are revised as follows: Charges for treatment by a licensed: acupuncturist, naturopath, social worker and psychologist is revised to a maximum of 20 visits per Calendar Year for each Practitioner.

Charges for treatment by a licensed: chiropractor, osteopath and podiatrist are revised to a maximum of 10 visits per Calendar Year for each Practitioner.

The following replacement pages are included with this amendment:

- GENERAL BENEFIT PROVISIONS, page S-3.03 (replacing previously issued page)
- EXTENDED HEALTH BENEFIT PROVISIONS, pages S-5D.1, S-5D.3 and S-5D.4 (replacing previously issued pages)

CONS.

This amendment forms part of the contract between Medavie Inc., operating under the business name Atlantic Blue Cross Care (hereinafter called Atlantic Blue Cross Care) and the Policyholder and should be filed with the group policy. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of the subscriber dues beginning on or after the effective date of this amendment shall constitute acceptance of this amendment by the Policyholder.

Signed for Medavie Inc. at Moncton, New Brunswick this 1st day of May 2003.

Examined by: JO/

Acknowledging receipt of this amendment on behalf of the Policyholder on this day of 20 .

Authorized Officer of the Policyholder

Title

Date of Issue: 01 May 2003

AMENDMENT - 03

Please acknowledge receipt by signing and returning the original to Atlantic Blue Cross Care.

Executive Offices: Moncton, New Brunswick
Dartmouth, Nova Scotia

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537-000 & Sections

Effective Date: 01 April 2002

AMENDMENT:

The master policy, issued by Atlantic Blue Cross Care, is hereby amended as follows:

Policy **5537-004 (St. Thomas University - Retired Faculty)** is added to the contract with the same benefits, terms and conditions as policy 5537-000 with the exception of Worldwide Travel benefit Plan J.

Policy **5537-005 (St. Thomas University - Retired Administrative)** is added to the contract with the same benefits, terms and conditions as policy 5537-002 with the exception of Worldwide Travel benefit Plan J.

The following replacement pages are included with this amendment:

- BCH SUMMARY – 01, pages 1 to 6 (replacing pages 1 to 6 issued 01 July 2001)
- WORLDWIDE TRAVEL BENEFIT PROVISIONS, pages S-5B.1 through S-5B.6 (replacing previously issued pages)
- REFERRALS FOR SERVICES OUTSIDE CANADA BENEFIT PROVISIONS, pages S-5C.1 and S-5C.2 (replacing previously issued pages)

CONS.

This amendment forms part of the contract between Blue Cross of Atlantic Canada, operating under the business name Atlantic Blue Cross Care (hereinafter called Atlantic Blue Cross Care) and the Policyholder and should be filed with the group policy. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of the subscriber dues beginning on or after the effective date of this amendment shall constitute acceptance of this amendment by the Policyholder.

Signed for Blue Cross of Atlantic Canada at Moncton, New Brunswick this 27th day of January 2003.

Examined by: TM/

Acknowledging receipt of this amendment on behalf of the Policyholder on this day of 20 .

Authorized Officer of the Policyholder

Title

Date of Issue: 27 January 2003

AMENDMENT - 02

Please acknowledge receipt by signing and returning the original to Atlantic Blue Cross Care.

**Head Office: Moncton, New Brunswick
Canada**

Policyholder: ST. THOMAS UNIVERSITY

Policy Number: 5537-000, 5537-002, 5537-003

Effective Date: 01 April 2001

AMENDMENT:

The master policy, issued by Blue Cross of Atlantic Canada, is hereby amended as follows:

The Plan Waiting Period is revised to read: "coverage will commence on the date of hire for all employees."

CONS.

This amendment forms part of the contract between Blue Cross of Atlantic Canada, operating under the business name Atlantic Blue Cross Care (hereinafter called Atlantic Blue Cross Care) and the Policyholder and should be filed with the group policy. Except as provided in this amendment, all other terms, provisions and conditions of the contract remain in effect.

Payment of the subscriber dues beginning on or after the effective date of this amendment shall constitute acceptance of this amendment by the Policyholder.

Signed for Blue Cross of Atlantic Canada at Moncton, New Brunswick this 6th day of September 2001.

Examined by: MM/

Acknowledging receipt of this amendment on behalf of the Policyholder on this day of 20 .

Authorized Officer of the Policyholder

Title

Date of Issue: 06 September 2001

AMENDMENT - 01

Please acknowledge receipt by signing and returning the original to Blue Cross.

MASTER LISTING

ST. THOMAS UNIVERSITY

<u>Section Number</u>	<u>Group Name</u>
5537-000	St. Thomas University (Active Faculty)
5537-002	St. Thomas University (Admin Staff)
5537-003	St. Thomas University (Survivor Faculty)
5537-004	St. Thomas University (Retired Faculty)
5537-005	St. Thomas University (Retired Admin)
5537-006	St. Thomas University (Survivor Admin)
5537-008	St. Thomas University (Health Spending Account)

POLICY SUMMARY
(Medavie Blue Cross)

Policyholder: St. Thomas University

Policy Number: 5537-000 & Sections (Refer to Master Listing)

Effective Date: The effective date of the following summary of terms and benefits of this policy is 01 April 2002.

Employee Eligibility: In order to be eligible for all benefits under this policy, an employee, as defined in Section 3.1(23), must be required to work at least 25 hours per week.

You are eligible under this policy if you are actively working

- 1) as a full-time employee; or
- 2) if a part-time faculty member, you teach, conduct research, provide services; or
- 3) a combination of these on a percentage basis of full-time workload (normally 50%)

An active employee will become eligible for coverage at the expiration of the plan waiting period. All employee applications should be completed and submitted to Medavie Blue Cross within 31 days of the start of this eligibility period.

The term "employee", used in this contract, shall mean an active employee and shall be extended to mean a retired employee, except where reference is made to employment, hours worked per week, or similar references which do not apply to a retired employee.

Plan Waiting Period: Faculty - Nil
Part-time Faculty - Nil
Administrative Staff - Nil

POLICY SUMMARY
(Medavie Blue Cross)

Policyholder: St. Thomas University
Policy Number: 5537-000 & Sections (Refer to Master Listing)
Effective Date: 01 April 2002

Termination of Benefits: The benefits provided by this contract terminate on the first of the month following the month in which the employee attains age 70.

If an employee ceases to qualify as an eligible employee due to disease or injury, coverage will be continued until the date of termination specified by the Policyholder.

If an employee dies, coverage for his eligible dependents may be continued, subject to the approval of the Policyholder, until the earliest of:

- 1) the date of termination of coverage specified by the Policyholder, or
- 2) the date 12 months after the date the employee died.

Extension of Coverage: If on the date of termination of coverage:

- 1) the employee has a medically determinable physical or mental impairment due to injury or disease which prevents the employee from performing the regular duties of the occupation he participated in before the impairment began, regardless of the availability of work for such employee, or
- 2) an eligible dependent has a medically determinable physical or mental impairment due to injury or disease, is receiving treatment from a physician and is confined to a hospital or his/her home,

benefits will be payable for eligible expenses related to the impairment provided they are incurred within 90 days of the date of termination and this provision continues in force.

POLICY SUMMARY
(Medavie Blue Cross)

Policyholder: St. Thomas University
Policy Number: 5537-000 & Sections (Refer to Master Listing)
Effective Date: 01 April 2002

Enrolment Requirements: The minimum enrolment for each line of benefit is three lives. Participation required under each non-contributory line of benefit is 100%. For all other benefits, the minimum participation level is as follows:

<u>Number of Eligible Employees</u>	<u>Minimum Enrolment</u>
3 - 9	100%
10 - 24	85%
25 + over	75%

POLICY SUMMARY
(Medavie Blue Cross)

Policyholder: St. Thomas University
Policy Number: 5537 & Sections (Refer to Master Listing)
Effective Date: 01 April 2002

HOSPITAL BENEFIT - IN CANADA ONLY

HOSPITAL ROOM

- Private Room Accommodation
- paid directly to the Hospital
- program pays 100% of the Eligible Expense

EXTENDED HEALTH BENEFIT

- reimbursement to the Employee
- program pays 100% of the Eligible Expense (**applicable to 5537-002, 5537-005, & 5537-006**)
- *program pays 80% of the Eligible Expense; 100% for Professional Ambulance, Private Duty Nursing, Accidental Dental and Artificial Limbs (applicable to 5537-000, 5537-003 & 5537-004)*

POLICY SUMMARY
(Medavie Blue Cross)

Policyholder: St. Thomas University
Policy Number: 5537 & Sections (Refer to Master Listing)
Effective Date: 01 April 2002

VISION BENEFIT (Applicable to 5537-000, 5537-003 and 5537-004)

- vision benefits every 24 consecutive months for adults and every 12 consecutive months for dependent children less than 19 years of age (eye examinations/lenses/frames/contact lenses)
- reimbursement to the Employee
- program pays 80% of the Eligible Expense
- maximum payable is \$250 for lenses/frames/contact lenses
- eye examinations up to the usual, customary and reasonable charges
- maximum reimbursed for eyeglasses/contact lenses due to disease is \$200 per lifetime and a lifetime maximum of \$200 per surgical procedure
- eyeglasses following surgery limited to a lifetime amount of \$100 per participant

VISION BENEFIT (Applicable to 5537-002, 5537-005 and 5537-006)

- vision benefits every 24 consecutive months for adults and every 12 consecutive months for dependent children less than 19 years of age (eye examinations/lenses/frames/contact lenses)
- reimbursement to the Employee
- program pays 100% of the Eligible Expense
- maximum Eligible Expense and maximum reimbursed is \$150 for lenses/frames/contact lenses
- eye examinations up to the usual, customary and reasonable charges
- maximum Eligible Expense and maximum reimbursed for eyeglasses/contact lenses due to disease is \$200 per lifetime and a lifetime maximum of \$200 per surgical procedure
- eyeglasses following surgery limited to a lifetime amount of \$100 per participant

POLICY SUMMARY
(Medavie Blue Cross)

Policyholder: St. Thomas University
Policy Number: 5537 & Sections (Refer to Master Listing)
Effective Date: 01 April 2002

DRUG BENEFIT (Applicable to 5537-000, 5537-003 and 5537-004)

Includes prescription drug items approved by Medavie Blue Cross, including erectile dysfunction medications as follows: Caverjet, Yohimbine, Rogitine, Muse, Papavrine, and many commonly prescribed over-the-counter items approved by Medavie Blue Cross. Includes nicotine replacement products.

Certain prescription-requiring drugs on the eligible Drug Benefit list may be subject to quantity maximums, dollar maximums, deductibles, Co-payments or other maximums as approved by Medavie Blue Cross.

- paid directly to the Pharmacy
- *Participant pays 20% to a maximum of \$30 for each eligible drug on the prescription*
- *program pays 100% of the remaining Eligible Expense*

DRUG BENEFIT (Applicable to 5537-002, 5537-005 and 5537-006)

Includes prescription drug items approved by Medavie Blue Cross, including erectile dysfunction medications as follows: Caverjet, Yohimbine, Rogitine, Muse and certain over-the-counter items which are considered life-saving in nature and which are approved by Medavie Blue Cross.

Certain prescription-requiring drugs on the eligible Drug Benefit list may be subject to quantity maximums, dollar maximums, deductibles, Co-payments or other maximums as approved by Medavie Blue Cross.

- paid directly to the Pharmacy
- program pays 100% of the Eligible Expense

POLICY SUMMARY
(Medavie Blue Cross)

Policyholder: St. Thomas University
Policy Number: 5537 & Sections (Refer to Master Listing)
Effective Date: 01 April 2002

DENTAL BENEFIT (Applicable to 5537-000, 5537-003 and 5537-004)

BASIC SERVICES

- reimbursement to the Employee
- program pays 90% of the Eligible Expense to a maximum of \$1,000 per calendar year

MAJOR RESTORATIVE SERVICES

- reimbursement to the Employee
- program pays 50% of the Eligible Expense
- maximum payment of \$1,500 in a Calendar Year

ORTHODONTIC SERVICES

- limited to dependents under 19 years of age
- reimbursement to the Employee
- program pays 50% of the Eligible Expense
- maximum payment of \$2,500 per dependent in a lifetime

FEE SCHEDULE

- current Dental Association Fee Guide for general practitioners in the Employee's province of residence

DENTAL BENEFIT (Applicable to 5537-002, 5537-005 and 5537-006)

BASIC SERVICES

- reimbursement to the Employee
- the subscriber must pay a deductible of \$50 single/\$100 family in a calendar year prior to the benefits being eligible for payment
- program pays 80% of the remaining Eligible Expense

FEE SCHEDULE

- current Dental Association Fee Guide for general practitioners in the Employee's province of residence

POLICY SUMMARY
(Medavie Blue Cross)

Policyholder: St. Thomas University
Policy Number: 5537-000 & Sections (Refer to Master Listing)
Effective Date: 01 July 2008

HEALTH SPENDING ACCOUNT BENEFITS (Applicable to Policy 5537-008)

Refer to SECTION 6.0 - HEALTH SPENDING ACCOUNT BENEFIT PROVISIONS for a detailed description of the benefit provisions.

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*If applicable to this policy

SECTION 1.0 - POLICY PROVISIONS

1.1 THE CONTRACT

The entire contract between Atlantic Blue Cross Care and the Policyholder shall consist of:

- (a) this policy and its amendments;
- (b) the Policyholder's group application, a copy of which is attached;
- (c) the individual applications of the Subscribers; and
- (d) any document supporting or amending the applications of the Policyholder or Subscribers, provided the document has been signed by the Policyholder or Subscriber.

All statements made by the Policyholder and by any Subscriber shall, in the absence of fraud, be deemed to be representations and not warranties. In the event of a discrepancy between the Policy Summary portion of this policy and the main portion of this policy, the provisions of the Policy Summary shall govern.

1.2 NON-WAIVER OF POLICY PROVISIONS

Failure of Atlantic Blue Cross Care to enforce any provision of this policy at any given 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 policy except as described in Section 1.5, Policy Amendments.

1.3 CONFORMITY WITH EXISTING LAWS

Any provision of this policy which is in conflict with any applicable federal or provincial law of the Subscriber's place of residence is hereby amended to conform with the minimum requirements of that law.

1.4 CONTRACT ADMINISTRATION

The Policyholder shall furnish Atlantic Blue Cross Care with all information that Atlantic Blue Cross Care will require in order to determine the applicant's eligibility, the effective date of the coverage, the amount of coverage and the dues to be charged. Any changes to this information shall be promptly reported to Atlantic Blue Cross Care. All pertinent records of the Policyholder shall be open to inspection by Atlantic Blue Cross Care at all reasonable times.

SECTION 1.0 - POLICY PROVISIONS

1.4 CONTRACT ADMINISTRATION (Cont'd)

Clerical or mechanical errors shall not prejudice the rights of Atlantic Blue Cross Care or of any person having a beneficial interest in the coverage under this policy. 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 Subscriber dues between Atlantic Blue Cross Care and the Policyholder shall be made.

The Policyholder shall not be considered to be the agent of Atlantic Blue Cross Care for any purpose under this policy.

1.5 POLICY AMENDMENTS

This policy can be modified or amended at any time as may be agreed upon in writing by the Policyholder and Atlantic Blue Cross Care. If the policy has been amended unilaterally by Atlantic Blue Cross Care, the effective date of the amendment shall not be earlier than 30 days after the date of receipt of the amendment by the Policyholder. The payment of Subscriber dues which are due any time after the effective date of the amendment shall constitute acceptance of the policy amendment by the Policyholder. No policy amendment is valid unless it has been authorized by the signatures of two authorized officers of Atlantic Blue Cross Care.

Policy amendments shall not require the consent of any Subscriber or other person having a beneficial interest in the coverage provided by this policy.

1.6 POLICY RENEWAL

This policy may be renewed at the end of each policy year subject to the payment, within the grace period, of the first Subscriber dues which become due in the new policy year.

1.7 TERMINATION

- (a) This policy will terminate if any dues remain unpaid at the end of the grace period allowed for the payment of dues. The date of termination will be the end of the grace period. If the Policyholder has replaced this group policy by another insurance policy covering the same group of employees, then the termination date of this policy shall be the earlier of the end of the grace period or the time at which the replacing policy becomes effective.

SECTION 1.0 - POLICY PROVISIONS

1.7 TERMINATION (Cont'd)

- (b) Either the Policyholder or Atlantic Blue Cross Care may terminate, at the end of any policy month, the benefits provided by this policy to a Subscriber by giving to the other at least one calendar month's prior notice in writing. The effective date of termination will be the later of the end of the month in which the notice of termination was received by Atlantic Blue Cross Care or the date requested in the notice of termination.
- (c) In the event the group policy terminates or benefits provided to a Subscriber terminate, notice by Atlantic Blue Cross Care to the Policyholder of such termination shall constitute notice to the Subscriber(s).
- (d) The Subscriber's benefits will be terminated as specified in the Policy Summary.
- (e) Atlantic Blue Cross Care may terminate this policy at the end of any policy month by providing at least one calendar month's prior notice in writing to the Policyholder, if:
 - 1. the enrolment and participation levels do not meet the minimum enrolment requirements specified in the Policy Summary, or
 - 2. the Policyholder does not perform, in good faith, its obligations under this policy.
- (f) The benefits provided by this policy shall terminate automatically if the Subscriber's regular employment with the Policyholder is terminated, unless the group has made arrangements through a prior agreement with Atlantic Blue Cross Care to continue coverage.
- (g) Upon termination of this policy, Atlantic Blue Cross Care shall be relieved of any liability in providing the benefits of this policy for any Participant beyond the date of termination, unless otherwise stated in this policy.
- (h) Termination of the rights and benefits of the individual Subscriber shall also mean termination of the rights and benefits of his or her Dependents.
- (i) The rights and benefits of the Subscriber may be terminated or suspended immediately by Atlantic Blue Cross Care when deemed necessary for the following reasons:
 - 1. in the event of a claim abuse investigation by Atlantic Blue Cross Care,
 - 2. in the pursuit of criminal charges or disciplinary action undertaken by Atlantic Blue Cross Care.

SECTION 2.0 - SUBSCRIBER DUES

2.1 CURRENCY

All payments under this policy, either to or by Atlantic Blue Cross Care, shall be made in the lawful currency of Canada.

2.2 PAYMENTS AND DUE DATES

All Subscriber Dues are due and payable by the Policyholder to Atlantic Blue Cross Care on the effective date of this policy and at the beginning of each month thereafter. The Subscriber Dues are payable at either Atlantic Blue Cross Care's head office or one of its branch offices.

2.3 GRACE PERIOD

After the first Subscriber Dues are paid, a period of 31 days of grace from the next due date will be allowed for the payment of Subscriber Dues without interest. This policy shall remain in force during the grace period unless it has been terminated in accordance with Section 1.7, Termination. If any dues remain unpaid at the end of the days of grace, this policy may be terminated as of the end of the grace period.

2.4 TERMINATION

- (a) If this policy is terminated, the Policyholder shall be liable to Atlantic Blue Cross Care for payment of all Subscriber Dues from the due date of the first unpaid dues to the date of termination. If the time period of the final dues is not equal to one month, the final dues will be calculated on a pro-rata basis.
- (b) In the event that Subscriber Dues are in arrears, Atlantic Blue Cross Care may, at its sole discretion, elect to withhold payment of claims beyond the date to which dues are paid or terminate the policy without prior notice to the Policyholder.
- (c) If this policy is terminated by reason of default in payment of any Subscriber Dues, Atlantic Blue Cross Care may reinstate such policy at its sole discretion and upon such terms and conditions as it may determine.
- (d) The acceptance by Atlantic Blue Cross Care of the Subscriber Dues more than 31 days after the date to which dues are paid may not have the effect of reinstating the present policy. Instead, the Policyholder may be entitled to a refund in the amount of the Subscriber Dues so accepted by Atlantic Blue Cross Care.

SECTION 2.0 - SUBSCRIBER DUES

2.4 TERMINATION (Cont'd)

- (e) If Subscriber Dues are paid to Atlantic Blue Cross Care for a Subscriber under more than one policy, or if Subscriber Dues are paid at the family rate to cover persons ineligible as dependents, Atlantic Blue Cross Care may make a refund for such period, up to a maximum of 12 months, as it may decide at its sole discretion. Any such refund shall be in full satisfaction of all liability for repayment.

2.5 DETERMINATION OF DUES

The dues payable by or on behalf of the Subscriber shall be as established from time to time by Atlantic Blue Cross Care. Further, Atlantic Blue Cross Care reserves the right to modify Subscriber Dues as a result of changes in government regulations or legislation, a significant change in the enrolment levels or a change in the method of funding. Atlantic Blue Cross Care will provide the Policyholder with 30 days written notice of any change in the amount of Subscriber Dues.

2.6 ADJUSTMENTS

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

The dues for any decrease in coverage or termination of coverage, which becomes effective on a date other than a due date, will cease on the next due date following the change in coverage. Atlantic Blue Cross Care shall not be required to refund Subscriber Dues, as a result of the termination of a Subscriber's coverage, for any period greater than six months prior to the date that the notice of termination is received by Atlantic Blue Cross Care.

If the Subscriber Dues are payable less frequently than monthly, all dues adjustments shall be made on the next payment due date on a pro-rata basis from the first of the month on or next following the effective date of the change in coverage.

SECTION 2.0 - SUBSCRIBER DUES

2.7 RATE RENEWALS

Under normal circumstances, Atlantic Blue Cross Care will renew all monthly rates annually and all required rate adjustments will be effective on the policy's anniversary date each year.

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.1 DEFINITIONS

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

- 1) Accident: An unintentional, sudden, fortuitous and unforeseeable event due exclusively to an external cause of a violent nature and inflicting directly and independently of all other causes, bodily injury.
- 2) Actively at Work: A Subscriber 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 Policyholder and is able to perform a substantial portion of the duties of his occupation on a permanent basis. If a Subscriber is not required to report for work on the specified date, he shall be considered to be actively at work if he is not disabled to the degree that he could not have reported for work at his usual place of employment and performed a substantial portion of the usual and customary duties of his occupation.
- 3) Acupuncturist: A person who is listed on the appropriate provincial registry.
- 4) Benefit Maximums: Unless otherwise stated, Benefit Maximums will be the maximum payment available to each Participant for the period specified, prior to the application of the Co-insurance.
- 5) Calendar Year: A Calendar Year is that period of time commencing with the first day of January in a given year and ending the 31st day of December in the same year.
- 6) Change in Medication: Any increase or decrease in dose, strength or frequency of medication, as well as the addition or discontinuation of any medication.
- 7) Chiropractor: A member of the Canadian Chiropractic Association or of a provincial association affiliated with it.
- 8) Co-insurance: The Co-insurance is the percentage of Eligible Expense, which Medavie Blue Cross agrees to reimburse the Subscriber, for health and/or dental care services and supplies.

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.1 DEFINITIONS (Cont'd)

- 9) Consecutive Calendar Years: Consecutive Calendar Years means the period of time established by the Calendar Year of the incurred date of the claim and applying claims experience for that Calendar Year and the immediately preceding Calendar Year(s).
- 10) Consultation: A Consultation refers to the 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.
- 11) Contributory: A benefit of the policy is Contributory if the Subscriber is required to pay part of all of the Subscriber dues for the benefit.
- 12) Co-payment: If applicable to this Policy, the Co-payment is the percentage or dollar amount of Eligible Expense which must be paid by the Subscriber prior to benefits becoming payable by Medavie Blue Cross.
- 13) Deductible Amount: If applicable to this Policy, the Deductible Amount shall mean the aggregate dollar amount of Eligible Expense, incurred by the Subscriber and/or his Dependents during a Calendar Year, which must be paid by the Subscriber before benefits will be reimbursed by Medavie Blue Cross. In the event coverage is in effect less than a Calendar Year, the deductible will be calculated on a pro-rata basis.
- 14) Dentist: A Dentist is a doctor of dental surgery or a doctor of dental medicine licensed to practice and prescribe in the area where services are rendered.
- 15) Dependent: Dependent means the Subscriber's Spouse and unmarried Dependent Children as defined below. Dependents defined below shall exclude any Person for whom Evidence of Health, if required, was not approved by Medavie Blue Cross. All Dependents must be residents of Canada and be eligible for benefits under the provincial government health care programs in the province of residence in order to be eligible for coverage.
 1. Spouse shall mean a Person of the opposite or same sex who is legally married to the Subscriber, or has continuously resided with the Subscriber for not less than one full year having been represented as members of a conjugal relationship (common law). Medavie Blue Cross will at no time provide coverage for more than one Spouse under the same Plan.

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.1 DEFINITIONS (Cont'd)

2. Children shall mean the Subscriber's unmarried, natural, adopted or stepchildren who are dependent upon the Subscriber for financial care and support and who are:
 - (a) under 21 years of age;
 - (b) under 26 years of age and attending a college or university full-time; or
 - (c) physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on the subscriber for maintenance and support and before reaching the age in (a) or (b) above.

The children of the Subscriber's common-law spouse shall be covered provided the children are living with the Subscriber.

- 16) 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 physician, in a licensed general hospital or in a private facility approved by Medavie Blue Cross, when such testing has been ordered by a licensed physician.
- 17) Diopter: Diopter is the unit used to designate the refractive power of vision care lenses.
- 18) Direct Payment Plan: A Direct Payment Plan is a plan under which Medavie Blue Cross is billed by the provider of services and supplies for its share of the Eligible Expense, and for which Medavie Blue Cross agrees to pay its share directly to the provider of the services and supplies.
- 19) Direct Payment Provider: A Direct Payment Provider is a Medavie Blue Cross Approved Provider of health care services and supplies which Medavie Blue Cross recognizes for payment on a direct payment basis. The Direct Payment Provider has entered into an agreement with Medavie Blue Cross to provide eligible health care services and supplies to Medavie Blue Cross Participants and to bill Medavie Blue Cross directly for these eligible benefits, less any Co-payment and/or Deductible Amount to be paid by the Participant.

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.1 DEFINITIONS (Cont'd)

- 20) Drug Benefits: Drug Benefits means drugs that have been:
- a) approved as benefits by Medavie Blue Cross;
 - b) approved by Health Canada, the federal governing body responsible for approval of medications for resale by licensed retail pharmacies;
 - c) assigned a drug identification number (DIN) in Canada;
 - d) assigned a natural health product number (NPN) in Canada, and are considered prescription requiring or life sustaining as approved by Medavie Blue Cross;
 - e) prescribed by a Health Care Professional who is licensed to prescribe under the appropriate provincial legislation and is approved by Medavie Blue Cross; and
 - f) dispensed by a Medavie Blue Cross Approved Provider.
- 21) Eligible Expense: Charges incurred by the Participant for health care services and supplies, defined as benefits in this Policy, and are considered Eligible Expenses to the extent that they are:
- a) Usual, Customary and Reasonable in the opinion of Medavie Blue Cross, as defined in this Policy;
 - b) recommended, approved or prescribed by a Health Care Professional as approved by Medavie Blue Cross;
 - c) in excess of the charges reimbursed, or entitled to be reimbursed, from Providers of health and/or dental coverage;
 - d) rendered by a Person who does not normally reside in the Participant's home and is not a member of the Participant's immediate family either by blood or marriage;
 - e) rendered by a Medavie Blue Cross Approved Provider; and
 - f) rendered after the effective date of this Policy and while this Policy is in effect, unless otherwise specified.

Eligible Expense is considered to be incurred on the date the service or supply was received. The Benefit Maximums specified identify the maximum Eligible Expense prior to the application of the Co-insurance and after the application of any applicable Usual, Customary and Reasonable limits.

Where more than one form or alternative form of treatment exists, Medavie Blue Cross, in Consultation with its Health Care Consultants, reserves the right to make payment for eligible services and supplies based on an alternate procedure or supply with a lower cost, when deemed appropriate and consistent with good health management.

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.1 DEFINITIONS (Cont'd)

- 22) Employee: An Employee is a person who is an active, permanent Employee of the Policyholder and is required to work at least the number of hours per week specified in the Policy Summary. An Employee must belong at all times to the class or classes of employees covered by this policy as specified in the Policy Summary. All employees must be residents of Canada and be eligible for benefits under the provincial government health care programs in the province of residence in order to be eligible for coverage unless they are specifically mentioned in the Policy Summary.
- 23) Evidence of Health: Evidence of Health shall mean all statements of health or medical evidence of a person's health, as well as other information required by Atlantic Blue Cross Care to assess his acceptability for coverage. All Evidence of Health must be submitted on forms approved by Atlantic Blue Cross Care for that purpose.
- 24) Experimental or Investigative: A service or supply which is Experimental or Investigative in nature means any treatment, procedure, facility, equipment, drug, drug usage, or vitamin therapy, which, in the sole opinion of Atlantic Blue Cross Care after consultation with its Health Care Consultants, is not Medically Necessary or Proven Effective for the purpose for which it is being provided or prescribed.
- 25) Group Application: Group Application means the original application for group benefits, executed by the Policyholder, and any subsequent revisions completed and signed by the Policyholder seeking coverage. The group application forms part of this master policy.
- 26) Health Care Planning Assessment: Health Care Planning Assessment means a combination of the complete detailed history and the physical examination of a Participant, collected in order to determine how a disease or injury has altered a Participant's physical and/or mental status, which may or may not result in a plan for treatment.
- 27) Health Care Professional: Means a person who is legally licensed to practice his or her profession where services are rendered, and includes Physicians, Pharmacists, Dentists, and other professionals as approved by Atlantic Blue Cross Care.

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.1 DEFINITIONS (Cont'd)

- 28) Hospital: Hospital means an institution licensed and operating under any federal or provincial health or insurance act, with facilities to provide active in-patient treatment and care. The term Hospital, as used in this policy, shall not include a rehabilitation hospital, mental institution, rest home, nursing home, convalescent home, health spa or hotel, a place for custodial care, a home for the aged or an institution used primarily for treatment of a specific illness or disease.

Hospital includes:

- (a) a regional hospital corporation as defined in the Hospitals Act, R.S.N.B., 1980, c. H-6.1 and any amendments thereto;
 - (b) a hospital authority as defined in the Hospitals Act, R.S.Nfld., 1990, c. H-9 and any amendments thereto;
 - (c) a board as defined in the Hospitals Act, R.S.N.S., 1989, c. 208 and any amendments thereto;
 - (d) a commission as defined in the Hospitals Act, R.S.P.E.I., 1988, c. H-10 and any amendments thereto; and
 - (e) any other regional hospital corporation, hospital authority, board, commission or other authority as defined in any other Provincial Hospital Acts or similar legislation not specifically referred to herein.
- 29) Identification Card: The latest Identification Card issued by Medavie Blue Cross to the Participant indicates that the Participant is eligible for specific benefits as long as the policy remains in good standing.
- 30) Interchangeable Drug(s): Interchangeable Drugs are drugs containing the same active ingredient(s), in the same amount(s) and in the same dosage form as that directed by a prescription and approved by provincial legislation.
- 31) Late Applicant: A Late Applicant is an Employee or Dependent who applies for coverage under this policy more than 31 days after becoming eligible for benefits. However, for an Employee who was covered for similar benefits under a spouse's plan, an applicant is considered late when the Employee applies for coverage more than 31 days after the termination date of the spouse's plan.
- 32) Massage Therapist: A member of a provincial association of massage therapists.
- 33) Medavie Blue Cross Approved Provider: A Medavie Blue Cross Approved Provider is a provider of health care services and supplies recognized and approved by Medavie Blue Cross for payment on a Direct Payment Plan and/or Reimbursement Plan basis. Medavie Blue Cross will make payment for eligible health care services and supplies provided to Medavie Blue Cross Participants by such Medavie Blue Cross Approved Providers.

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.1 DEFINITIONS (Cont'd)

- 34) Naturopath: A member of the Canadian Naturopathic Association or any provincial association affiliated with it.
- 35) Medically Necessary: A health care service or supply provided or prescribed by a Health Care Professional to prevent or treat an injury, disease or disability will be considered Medically Necessary if, in the sole opinion of Atlantic Blue Cross Care after consultation with its Health Care Consultants, it is:
- (a) consistent with the treatment of symptom(s) or diagnosed injury, disease, or disability;
 - (b) not primarily provided or prescribed for convenience;
 - (c) the most appropriate, safe and cost effective service or supply; and
 - (d) generally recognized as accepted medical practice.
- 36) Non-contributory: A benefit under this policy is Non-contributory if the Subscriber is not required to pay any portion of the Subscriber dues for the benefit.
- 37) Notices: Any Notice under this policy shall be sufficiently given:
- (a) if it is a Notice to Atlantic Blue Cross Care, provided it is mailed with postage prepaid, or delivered to Atlantic Blue Cross Care at its head office in Moncton, New Brunswick;
 - (b) if it is a Notice to the Policyholder, provided it is mailed with postage prepaid, or delivered to the Policyholder at its address as it appears on the records of Atlantic Blue Cross Care.
- 38) Orthodontics: Orthodontics is the branch of dentistry that endeavours to correct the abnormal arrangement of teeth and/or jaws and keep them in the correct position.
- 39) Osteopath: A person who holds the degree of doctor of osteopathic medicine from a college of osteopathic medicine approved by the Canadian Osteopathic Association.
- 40) Participant: A Participant includes the Subscriber, the Subscriber's spouse or Dependent children as defined in this policy.
- 41) Person: Person means an individual, corporation, limited partnership, general partnership, syndicate, joint venture, association, trust, an unincorporated organization, trustee or other legal representative.
- 42) Pharmacist: Pharmacist means a person who is legally licensed to practice the profession of pharmacy.
- 43) Pharmacy: Pharmacy means an establishment which is licensed as a pharmacy and approved by the appropriate provincial pharmaceutical licensing body.

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.1 DEFINITIONS (Cont'd)

- 44) Physician: A Physician is a doctor of medicine, who is legally licensed to prescribe prescription drugs, administer medical treatment, and to perform surgery within the scope of the license.
- 45) Physiotherapist: A member of the Canadian Physiotherapy Association or of a provincial association affiliated with it.
- 46) Plan Waiting Period: The Plan Waiting Period is the period of continuous active permanent employment that must be completed by employees in order to be eligible for coverage under this policy. The Plan Waiting Period is shown in the Policy Summary. The Plan Waiting Period may be waived for any applicant at the written request of the Policyholder and only with the approval of Atlantic Blue Cross Care.
- 47) Podiatrist: A member of the Canadian Podiatric Association or of a provincial association affiliated with it.
- 48) Policy: The Policy refers to this document and its amendments.
- 49) Policyholder: Policyholder means the company, employer or organization which has entered into this contract with Atlantic Blue Cross Care.
- 50) Private Duty Nurse: Private Duty Nurse must be a Registered Nurse, Registered Nursing Assistant or Licensed Practical Nurse and must be currently registered with the appropriate nurses' association, and must not be a resident of the Participant's home or related to a member of the Participant's family by blood or marriage.
- 51) Proven Effective: A service or supply will be considered Proven Effective if, in the sole opinion of Atlantic Blue Cross Care after consultation with its Health Care Consultants, there is sufficient published data as to the medical effectiveness and safety of the supply or service for the purpose for which it is being provided or prescribed.
- 52) Provider: A Provider means a person providing a service or supply and includes a Health Care Professional.
- 53) Psychologist: A permanently certified psychologist who is listed on the appropriate provincial registry.

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.1 DEFINITIONS (Cont'd)

- 54) Reimbursement Plan: A Reimbursement Plan is a benefit plan whereby the Subscriber or Participant must pay for all expenses and submit paid-in-full receipts from an Atlantic Blue Cross Care Approved Provider to Atlantic Blue Cross Care, in a format acceptable to Atlantic Blue Cross Care, including the Atlantic Blue Cross Care assigned provider identification number, for reimbursement in accordance with the terms of this policy.
- 55) Related Medical Condition/Illness/Injury: Any medical condition/illness/injury precipitated or caused by; resulting or arising from; directly or indirectly attributed to another medical condition/illness/injury.
- 56) Room Accommodation: For the purposes of this policy, the various levels of Room Accommodation charged by a Hospital for a room normally used by the Hospital as a patient's room shall be as follows:
- (a) Private room accommodation means a room with one bed;
 - (b) Semi-private room accommodation means a room with two beds; and
 - (c) Ward room accommodation means a room with three or more beds.
- 57) Speech Language Pathologist: A person who holds a master's degree in speech language pathology and is a member or is qualified to be a member of the Canadian Speech and Hearing Association or any provincial association affiliated with it.
- 58) Subscriber: A Subscriber is the individual who has made application and has been accepted by Atlantic Blue Cross Care for coverage.
- 59) Usual, Customary and Reasonable: Usual, Customary and Reasonable means the normal charges for similar services made by other providers of the same standing in the locality or geographical area where the charge is incurred, as determined by Atlantic Blue Cross Care, or in accordance with a payment schedule established by Atlantic Blue Cross Care.

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.2 APPLICATION FOR COVERAGE

Eligible Employees must apply for coverage in a form which has been approved by Atlantic Blue Cross Care. The application shall be applicable to all benefits of this policy for which the applicant is eligible.

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

3.3 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 actively at work 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 Policy Summary. A Dependent becomes eligible upon satisfying the definition of a Dependent specified in Section 3.1, Definitions.

If the Employee is not actively at work at the time the coverage would otherwise be effective, then the coverage will take effect only when he returns to work and satisfies the actively at work definition.

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

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.4 BENEFIT CONDITIONS

The benefits under this policy supplement, and are not intended to replace government health care plans. As a condition to providing the benefits under this policy, only Participants eligible for benefits under government Hospital and provincial health care plans are entitled to the benefits of this policy. Atlantic Blue Cross Care will make payment for eligible benefits obtained from an Atlantic Blue Cross Care Approved Provider only in excess of the government health care allowances and only where permitted by the provincial legislation. Atlantic Blue Cross Care will not make payment for any health care services or supplies administered by government funded Hospitals, agencies or providers, unless otherwise specified in this policy.

The benefits of this policy will be provided for only those services recommended by a Health Care Professional as approved by Atlantic Blue Cross Care and will be continued only while the Participant is under active treatment and receiving the care of the Health Care Professional.

Benefits provided by this policy shall be based upon the Usual, Customary and Reasonable charges as defined in Section 3.1, Definitions.

3.5 TERMINATION OF COVERAGE

- (a) Except as provided in Section 3.6, Extension of Coverage, a Subscriber will cease to be covered under this policy on the earliest of the following dates:
1. the date of termination of this policy;
 2. the date that he ceases to be an Employee as defined in Section 3.1, Definitions;
 3. the end of the grace period for which any dues have not been paid in full; or
 4. the date that he reaches the termination age specified in the Policy Summary.
- (b) Except as provided in Section 3.6, Extension of Coverage, the coverage on any Dependent will cease on the earliest of the following dates:
1. the date of termination of this policy;
 2. the date the Subscriber ceases to be covered under this policy;
 3. the date that the Dependent ceases to be an eligible Dependent.

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.6 EXTENSION OF COVERAGE

- (a) If an Employee ceases to be actively at work due to sickness or injury, the Subscriber shall be considered to be still employed and eligible for continued coverage until:
1. he recovers from the sickness or injury; or
 2. such time as his employment with the Policyholder is terminated;
- whichever occurs first.
- (b) If an Employee ceases to be actively at work due to a leave of absence, strike, lock-out or temporary lay-off, the Policyholder may elect, on a basis that precludes individual selection, to continue coverage.
- (c) If an Employee ceases to be actively at work due to an approved maternity leave, the Employee shall be considered to be still employed and eligible for continued coverage to the end of the maternity leave.
- (d) In the event of divorce or legal separation, the Employee may elect to either continue the membership of the spouse or provide notice in writing to Atlantic Blue Cross Care to terminate coverage for the Spouse.

3.7 REINSTATEMENT OF COVERAGE

If an Employee's coverage has been terminated because of a leave of absence, strike, lock-out, or temporary lay-off, it can be reinstated immediately upon return to work provided that application is made within 31 days of the date the Employee returned to work.

If an Employee, who was eligible for coverage under this policy but, for any reason, was not covered under this policy, should have his employment with the Policyholder 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 Section 3.3, Commencement of Coverage, of this policy. This provision shall be applied separately for each benefit in this policy.

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.8 ASSIGNMENT

Atlantic Blue Cross Care may, at its option, pay the amount of benefits provided by this policy either to the provider of services and supplies or to the Employee.

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

Should the Employee or Dependent attempt to assign, aid, or attempt to aid, any other person to obtain benefits under this policy, the Employee's membership under this policy may be cancelled immediately without notice.

3.9 CONVERSION OPTION

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

If the rights and benefits of the Employee are terminated or suspended by Atlantic Blue Cross Care as specified in Section 1.7, Termination (paragraph i) the conversion option does not apply.

If an employer terminates an Employee's coverage under this policy which, in the opinion of Atlantic Blue Cross Care, is solely for the purpose of eliminating the Employee's claims and those of his/her Dependents from the group's experience, the conversion option will not be available for the Employee or his/her Dependents.

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.10 COORDINATION OF BENEFITS AND REIMBURSEMENT

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

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

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

1. If any other plan does not contain a coordination of benefits provision, then that plan shall be considered first payer.
2. If any other plan does contain a coordination of benefits provision, the benefits of such plan shall be coordinated with the benefits of this policy.

Priority shall be given in the order which follows the Canadian Life and Health Insurance Association (CLHIA) guidelines.

3.11 GENERAL EXCLUSIONS

The following are benefit exclusions under this policy:

- (a) medical examinations or routine general checkups required for use by a third party;
- (b) charges for rest cures, convalescent care, custodial care, rehabilitation services in a hospital for the chronically ill or a chronic care unit of a general hospital, or charges incurred by the Participant when, in the opinion of Atlantic Blue Cross Care, proper treatment should be in a chronic care unit or institution for the chronically ill;
- (c) charges relating to elective services obtained by a Participant outside his province of residence when his provincial government health care programs have not accepted liability for those items normally covered in the Participant's province of residence;

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.11 GENERAL EXCLUSIONS (Cont'd)

- (d) any services and supplies to which the Participant is entitled under any Workers' Compensation statute or any other legislation;
- (e) charges which normally would not be made if the Participant were not covered by this policy;
- (f) services for cosmetic purposes or conditions not detrimental to one's health;
- (g) any services and supplies normally available without cost, or at nominal cost, under any government statute on the effective date of this policy.
- (h) mileage and/or delivery charges to or from a hospital or Health Care Professional;
- (i) services in connection with an injury or disease resulting from riot, insurrection or war, whether war be declared or not. This includes any condition caused directly or indirectly by any armed forces;
- (j) any item or service not listed as a benefit in this policy;
- (k) medications restricted under federal or provincial legislation which are prescribed and/or dispensed despite such regulations;
- (l) registration charges or non-resident surcharges in any hospital;
- (m) services required as a result of attempting to commit a criminal act;
- (n) services performed by an unqualified practitioner;
- (o) charges for missed appointments or the completion of forms;
- (p) services which are normally paid for directly or indirectly by the employer;
- (q) expenses for services and products, rendered or prescribed by a person who is ordinarily a resident in the patient's home or who is related to the patient by blood or marriage.
- (r) any health care services and supplies which are not provided by an Atlantic Blue Cross Care Approved Provider;

SECTION 3.0 - GENERAL BENEFIT PROVISIONS

3.11 GENERAL EXCLUSIONS (Cont'd)

- (s) charges for Experimental or Investigative health care services or supplies;
- (t) any health care service or supplies which are not Medically Necessary nor Proven Effective;
- (u) charges for Health Care Planning Assessments including, but not limited to physiotherapy assessments. Health Care Planning Assessments will be excluded as eligible benefits, unless otherwise specified in this policy;
- (v) any health care services and supplies administered in a Hospital or by any agency or provider controlled by a Hospital or by any agency or provider funded, in whole or in part, by government of any level, is not eligible for reimbursement under this policy, unless otherwise specified in this policy.

SECTION 4.0 - CLAIM PROVISIONS

4.1 NOTICE OF CLAIM

Notice and proof of claim shall be given to Atlantic Blue Cross Care within four months of the date of the service.

Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it is not reasonably possible, at the discretion of Atlantic Blue Cross Care, to furnish the proof within such time, provided such proof is given within 24 months of the date of service.

If the policy terminates and proof of a claim incurred prior to contract termination is not given to Atlantic Blue Cross Care within four months of the date of the policy termination then the claim shall be invalid.

4.2 PROOF OF CLAIM

Atlantic Blue Cross Care has agreements with a number of providers of health care services and supplies. These providers are termed as "Direct Payment Providers". The Subscriber's identification card should always be presented to the Direct Payment Provider rendering service to the Participant. The Direct Payment Provider will bill Atlantic Blue Cross Care for the eligible benefits.

When services are rendered by an Atlantic Blue Cross Care Approved Provider which has not entered into a direct payment agreement with Atlantic Blue Cross Care, or to claim benefits under a Reimbursement Plan, the Subscriber or Participant must pay for the services rendered and obtain an official paid-in-full receipt and/or statement which provides complete details of the services and/or supplies received. The Subscriber or Participant must submit this paid-in-full receipt from an Atlantic Blue Cross Care Approved Provider, in a format acceptable to Atlantic Blue Cross Care, including his/her policy and identification numbers, the Atlantic Blue Cross Care assigned provider identification number, and details of the service to Atlantic Blue Cross Care to be reimbursed for eligible benefits.

All medical claims incurred outside the Participant's province of residence, which involve a Health Care Professional or Hospital, must be submitted to the Participant's provincial government health care programs in the province of residence prior to submission of the claim(s) to Atlantic Blue Cross Care.

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

SECTION 4 - CLAIM PROVISIONS

4.3 RELEASE OF MEDICAL INFORMATION TO MEDAVIE BLUE CROSS

In accepting to receive the benefits under this Policy, each Participant is deemed to expressly authorize any Hospital, Physician, Dentist, Pharmacist, nurse, or any other party having made a diagnosis, treated or attended or rendered service to any Participant, to release to Medavie Blue Cross all information or opinions that Medavie Blue Cross may request regarding the Participant's medical condition, medical history and treatment of each Participant, and to allow Medavie Blue Cross to see and to copy reports of Consultations, specialists' reports, X-rays, charts, observations, diagnoses and prognoses, prescriptions, orders for treatment, medical and Hospital records, or other documents regarding the medical condition, history or treatment of each Participant for which a claim is made.

4.4 WAIVER OF LEGAL ACTION

In accepting to receive the benefits under this Policy, each Participant renounces and waives any right of action or claim he or she may have against Medavie Blue Cross arising out of or in any manner connected with the release by Medavie Blue Cross, for the purposes authorized and described in the Policy, of any medical records and information with respect to his or her medical condition and that of any Dependent to be covered under the Policy, which Medavie Blue Cross may obtain from Hospitals, Physicians, Dentists, Pharmacists, nurses, or any other party having made a diagnosis, treated or rendered service to any Participant covered under the Policy.

4.5 LIMITATION OF LEGAL ACTION

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

4.6 RIGHT OF RECOVERY

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

SECTION 4.0 - CLAIM PROVISIONS

4.7 SUBROGATION

- (a) When the Participant receives services as the result of injuries, suffered in whole or in part, due to the fault or neglect of another party, Atlantic Blue Cross Care agrees to make payment for the eligible benefits of this policy.
- (b) Atlantic Blue Cross Care shall, upon making any payment or assuming liability for benefits under this policy, 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 its rights of subrogation.
- (c) The Participant shall sign any further documentation, as reasonably requested by Atlantic Blue Cross Care from time to time, to give effect to the provisions of this section of the policy and to secure its rights of subrogation.
- (d) The Participant will make no representations nor take any actions which might jeopardize Atlantic Blue Cross Care's 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 Atlantic Blue Cross Care from a third party or other coverage(s), Atlantic Blue Cross Care 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 Atlantic Blue Cross Care and the Participant in the proportion in which the loss or damage has been borne by them.
- (f) The Participant must reimburse Atlantic Blue Cross Care for the amount received from Atlantic Blue Cross Care which is later deemed to be an ineligible expense following a claim audit or review.

4.8 RIGHT OF INSPECTION AND AUDIT

Atlantic Blue Cross Care shall have the right to inspect or audit, or cause to be inspected or audited, the health records of the Participant held in the files of Providers.

4.9 PREAUTHORIZATION

If the participant's physician is recommending medical treatment on a referral basis outside of Canada that is expected to cost more than \$1,000, the participant should request pre-authorization to ensure that the expenses are covered.

SECTION 5A - HOSPITAL BENEFIT PROVISIONS

SECTION 5A.1 - HOSPITAL BENEFITS IN CANADA

Atlantic Blue Cross Care will pay the Usual, Customary and Reasonable charges for the following Eligible Expenses incurred in Atlantic Blue Cross Care approved Hospitals in Canada. These benefits are subject to any Deductible, Co-insurance or maximum amount shown in the Policy Summary.

1. HOSPITAL ROOM - Atlantic Blue Cross Care will pay the charges of a hospital in Canada for room accommodation described in the Policy Summary. In computing the number of days of benefits, the day of admission shall be counted as one day, but the day of discharge shall not be counted unless it is also the day of admission.

SECTION 5D - EXTENDED HEALTH BENEFIT PROVISIONS

SECTION 5D.1 - EXTENDED HEALTH BENEFITS – IN CANADA

Medavie Blue Cross will pay the Usual, Customary and Reasonable charges for the following Eligible Expenses, when they are incurred in Canada. These benefits are subject to any Deductible, Co-insurance or maximum amount shown in the Policy Summary, and the Benefit Maximums specified below.

1. PRIVATE DUTY NURSING - Charges for home nursing care performed by a Private Duty Nurse as defined herein, at the Participant's residence (other than a convalescent or nursing home) on the written authorization of the attending Physician.

The maximum Eligible Expense for each Participant will be limited to a maximum of \$25,000 in a Calendar Year less the amount paid during the previous two calendar years then \$50 per day thereafter. Payment for Eligible Expenses will be based on the payment schedule for Private Duty Nurses established by Medavie Blue Cross for the Participant's province of residence.

2. PROFESSIONAL AMBULANCE - Charges for licensed ambulance services to and from the nearest hospital able to provide essential care, when the physical condition of the patient prevents the use of another means of transportation. Charges for air transport are included to a maximum of up to three economy seats on a regularly scheduled flight; and, if the patient requires the services of a registered nurse during the flight, the services and return air fare for the nurse are included.
3. ACCIDENTAL DENTAL - Charges of a dental surgeon, including dental prosthesis, when natural teeth have been damaged by a direct, accidental blow to the mouth, or a fractured or dislocated jaw required setting. This dental treatment must be performed within 12 months of the accident. Eligible Expense will be the dentist's usual and customary fee up to the "dental fee guide" for general practitioners in effect where services are rendered.

When such dental treatment must be deferred because of the age of the patient, or other factors which are justified, in the opinion of Medavie Blue Cross, the claim may be approved for later payment. To meet our payment criteria, the Participant must have been covered by Medavie Blue Cross for Accidental Dental at the time the accident occurred, and must still be covered by Medavie Blue Cross at the time the services are rendered. The only exception to this criteria is when the Participant is uninsured for Dental benefits at the time the service is rendered, in which case the claim may be approved. The Subscriber must submit to Medavie Blue Cross within 180 days of the accident complete details of the required services from the Dentist and reason for deferment.

SECTION 5D - EXTENDED HEALTH BENEFIT PROVISIONS

SECTION 5D.1 - EXTENDED HEALTH BENEFITS – IN CANADA (Cont'd)

4. **BLOOD OR BLOOD PRODUCTS** - Coverage for blood or blood products when not provided by Canadian Blood Services or other agencies to the usual, customary & reasonable charges established by Medavie Blue Cross.

5. **DIAGNOSTIC AND X-RAY SERVICES** - Charges for diagnostic and X-ray services, when carried out by a Medavie Blue Cross approved laboratory which, in the opinion of Medavie Blue Cross, is qualified to render such services. These services will include laboratory services, X-ray examinations, X-ray therapy, radium and isotope treatment by a certified radiologist.

SECTION 5D - EXTENDED HEALTH BENEFIT PROVISIONS

SECTION 5D.2 - EXTENDED HEALTH BENEFIT - WORLDWIDE

Medavie Blue Cross will pay the Usual, Customary and Reasonable charges for the following Eligible Expenses. These benefits are subject to any Deductible, Co-insurance or maximum amount shown in the Policy Summary, and the Benefit Maximums specified below.

1. PHYSIOTHERAPY – Charges of a licensed physiotherapist.
2. a) MASSAGE THERAPY – *Charges of a licensed massage therapist, when referred by the attending physician, limited to a maximum of \$500 per Calendar Year. (Applicable to 5537-002, 5537-005 and 5537-006)*

b) MASSAGE THERAPY – Charges of a licensed massage therapist, limited to 20 treatments in a Calendar Year to the Usual, Customary and Reasonable amount. **(Applicable to 5537-000, 5537-003 and 5537-004)**
3. a) SPEECH THERAPIST – Charges of a speech language pathologist, limited to \$250 in a Calendar Year. **(Applicable to 5537-002, 5537-005 & 5537-006)**

b) SPEECH THERAPIST – Charges of a speech language pathologist, limited to a maximum payable of \$2,000 in a Calendar Year. **(Applicable to 5537-000, 5537-003 & 5537-004)**
4. a) PSYCHOLOGIST – Charges of a clinical psychologist or licensed social worker, limited to \$250 in a Calendar Year. **(Applicable to 5537-002, 5537-005 & 5537-006)**

b) PSYCHOLOGIST – Charges of a clinical psychologist or licensed social worker, limited to 20 treatments in a Calendar Year. **(Applicable to 5537-000, 5537-003 and 5537-004)**
5. MEDICAL SUPPLIES AND EQUIPMENT – Charges for rental of a wheel chair, hospital-type bed (including mattress and safety side rails), iron lung, walker, insulin pump, compression pump, lymphoedema sleeves (limited to two in a Calendar Year), transcutaneous electrical nerve stimulator (TENS machine) and other durable equipment for temporary therapeutic use when prescribed by a licensed Physician and approved by Medavie Blue Cross. If, due to extended illness or disability, it is felt that the need for these items will be long term, Medavie Blue Cross at its sole discretion, may approve the purchase of these items. The TENS machine is limited to a maximum Eligible Expense of \$300 every five Consecutive Calendar Years.

Once the original equipment purchase is approved, the rental or approved purchase of another piece of similar equipment will be limited to once in five Consecutive Calendar Years.

SECTION 5D - EXTENDED HEALTH BENEFIT PROVISIONS

SECTION 5D.2 - EXTENDED HEALTH BENEFIT - WORLDWIDE (Cont'd)

6. PROSTHETIC APPLIANCES – Charges for the following remedial prosthetic appliances when authorized by the attending Physician:
- artificial limbs (limited to one prosthetic appliance to each limb in a lifetime);
 - breasts (limited to a left and a right prosthesis every two Consecutive Calendar Years);
 - eyes (limited to one left and one right prosthesis in a lifetime);
 - canes or crutches (limited to two occurrences per lifetime);
 - splints;
 - casts;
 - trusses (limited to one truss every five Consecutive Calendar Years);
 - braces (limited to one cervical collar in a Calendar Year and all other braces are limited to one in a lifetime); and
 - hair, when hair loss is due to an underlying pathology or its treatment to a maximum Eligible Expense of \$300 in a lifetime. Hair prosthetics, replacement therapy and other procedures for physiological hair loss are excluded (i.e., male pattern baldness).

Replacement of these items will not be a benefit unless replacement is required due to pathological or physiological change.

Only those appliances pre-approved by Medavie Blue Cross and provided by an approved Medavie Blue Cross Provider will be considered for reimbursement.

Repairs and/or adjustments are provided to a maximum Eligible Expense of \$300 in a Calendar Year.

7. OXYGEN – Charges for oxygen.
8. a) HEARING AIDS – Charges for hearing aids including their repair, (excluding batteries and exams), up to a total Eligible Expense of \$500 every five Consecutive Calendar Years, when prescribed by an otolaryngologist, otologist and/or recommended by a registered audiologist. **(Applicable to 5537-002, 005 & 006)**
- b) HEARING AIDS – Charges for hearing aids including their repair, (excluding batteries and exams), up to a total maximum payable of \$2,000 every five Consecutive Calendar Years, when prescribed by an otolaryngologist, otologist and/or recommended by a registered audiologist. **(Applicable to 5537-000, 003 & 004)**
9. INTRAUTERINE DEVICES – Charges for intrauterine devices and diaphragms, excluding fees for insertion.

SECTION 5D - EXTENDED HEALTH BENEFIT PROVISIONS

SECTION 5D.2 - EXTENDED HEALTH BENEFIT - WORLDWIDE (Cont'd)

10. a) OTHER PRACTITIONERS – Charges for treatment by a licensed: chiropractor, osteopath, naturopath or chiropodist/podiatrist. The maximum eligible expense for each type of practitioner is \$250 in a Calendar Year, which includes one X-ray per practitioner. **(Applicable to 5537-002, 005 and 006)**
- b) OTHER PRACTITIONERS – Charges for treatment by a licensed: chiropractor, osteopath or chiropodist/podiatrist limited to 10 treatments in a Calendar Year. Charges for treatment by a licensed naturopath limited to 20 treatments in a Calendar Year. Includes one X-ray per practitioner. **(Applicable to 5537-000, 003 and 004)**
11. ORTHOPEDIC SHOE(S) & SUPPLIES – Charges for orthopedic shoe(s) when the shoe(s) is (are) customized with special features to accommodate relieve or remedy some mechanical foot defect or abnormality. A prescription from an orthopedic surgeon, physiatrist, rheumatologist, chiropodist/podiatrist or the attending Physician is required. Also, charges for shoe modification, and/or adjustment supplies when prescribed by one of the Health Care Professionals noted above to accommodate, relieve, or remedy some mechanical foot defect or abnormality.
- The maximum combined Eligible Expense for Orthopedic Shoe(s) & Supplies is \$150 for each Participant in a Calendar Year. **(Applicable to 5537-002, 005 & 006)** The maximum combined payable for Orthopedic Shoe(s) & Supplies is \$400 for each Participant in a Calendar Year. **(Applicable to 5537-000, 003 and 004)** This includes coverage for scaphoid pads, torque heel insoles, metatarsal pads and molded arch supports. Replacement of these items would only be covered due to pathological change.
12. a) ACUPUNCTURIST – Charges for an acupuncturist, limited to \$20 per visit to a maximum of \$100 in a Calendar Year. **(Applicable to 5537-002, 005 & 006)**
- b) ACUPUNCTURIST – Charges for an acupuncturist, limited to 20 treatments in a Calendar Year. **(Applicable to 5537-000, 003 and 004)**
13. DIABETIC SUPPLIES – Charges for the following diabetic supplies in a quantity prescribed by a Physician and deemed reasonable by Medavie Blue Cross: needles, syringes, swabs, test tapes and lancets.
14. DIABETIC EQUIPMENT – Charges for the following equipment used for the treatment and control of diabetes: preci-jet, glucometer or equipment approved by Medavie Blue Cross that performs similar functions.
15. SPEECH AIDS – Charges for speech aid equipment, when approved by a qualified speech therapist and authorized by the attending Physician, for Persons who do not have oral communication ability, to a maximum lifetime payable of \$500.

SECTION 5E - VISION CARE BENEFIT PROVISIONS

SECTION 5E.1 - VISION CARE BENEFITS

Medavie Blue Cross will pay the Usual, Customary and Reasonable charges for the following. These benefits are subject to any Deductible, Co-insurance or maximum amount shown in the Policy Summary, and the Benefit Maximums specified below.

1. LENSES/FRAMES/CONTACT LENSES – Charges for corrective eyeglasses, including eyeglass lenses and frames, or contact lenses in lieu of spectacle lenses, but excluding safety glasses or glasses for cosmetic purposes. The maximum Eligible Expense is indicated in the Policy Summary.
2. EYE EXAMINATIONS – Charges of a registered, licensed optometrist or ophthalmologist for eye examinations.
3. EYEGASSES FOLLOWING SURGERY – Charges for eyeglasses prescribed by an ophthalmologist as a result of a surgical procedure, limited to a lifetime amount of \$100 per participant.
4. EYEGASSES/CONTACT LENSES DUE TO DISEASE – Charges for eyeglasses or contact lenses when prescribed by an ophthalmologist as necessary due to a surgical procedure or medical treatment of keratoconus, limited to a lifetime maximum of \$200 per participant for the non-surgical treatment of keratoconus and a lifetime maximum of \$200 for each surgical procedure.

SECTION 5F - DRUG BENEFIT PROVISIONS

SECTION 5F.1 - DRUG BENEFITS

Atlantic Blue Cross Care will pay for eligible Drug Benefits, subject to the Co-insurance, Deductible or Co-payment and Benefit Maximum amounts, as shown in the Policy Summary. The drug benefit list applicable to this plan is identified also in the Policy Summary.

1. Drug Benefits means drugs as defined in Section 3.1.
2. Atlantic Blue Cross Care agrees to make payment for eligible Drug Benefits in the quantity prescribed and deemed reasonable by Atlantic Blue Cross Care.
3. Atlantic Blue Cross Care reserves the right on an ongoing basis to add, delete or amend the list of eligible drug benefits, at its discretion and without notice
4. Certain drugs may require prior authorization to be eligible for payment, as specified by Atlantic Blue Cross Care.
5. For Direct Payment Plans, when an eligible Interchangeable Drug has been prescribed, Atlantic Blue Cross Care will make payment based on the criteria defined in our pharmacy agreement.
6. For Direct Payment Plans, Drug Benefit claims received for reimbursement directly from a Participant will be reimbursed to a maximum of the amount that would have been reimbursed directly to the Direct Payment Provider, as defined in our pharmacy agreement.

SECTION 5G - DENTAL BENEFIT PROVISIONS

SECTION 5G - DENTAL BENEFITS

Medavie Blue Cross will pay the dentist's Usual, Customary and Reasonable fee(s), up to the Dental Society Fee Guide for general practitioners. Benefits are subject to the co-insurance, maximum amount and applicable fee guide as shown in the Policy Summary.

The amount of payment made by Medavie Blue Cross is not intended to fix the values of the Dentist's services and, therefore, Dentists are privileged to charge their Usual and Customary fees. Any charges in excess of the payment made by Medavie Blue Cross shall remain the responsibility of the Subscriber.

All dental benefits described in this dental contract are available from the effective date of coverage, if the Participant enrolled within 31 days of the date of eligibility. For late applicants who enrol after the 31 day period, the benefits of this dental contract will be limited to an Eligible Expense of \$100 per Participant during the first 12 months of coverage. This restriction in benefits does not apply to services required as a result of natural teeth being damaged by a direct, accidental blow to the mouth which occurs after the effective date of the late applicant's coverage.

SECTION 5G.1 - BASIC DENTAL BENEFITS

1. DIAGNOSTICS

Clinical Oral Examination

Complete oral examination of new patient (one every three Consecutive Calendar Years)

Recall oral examination (one in a Calendar Year)

Emergency oral examination

Specific oral examination

Analysis of mixed dentition (limited to one per lifetime)

Radiographs (including tracing and interpretation)

Periapical

Occlusal (four films in a Calendar Year)

Bitewing (four films in a Calendar Year)

Extraoral (four films in a Calendar Year)

Temporomandibular joint (TMJ) (four films in a Calendar Year)

Sialography

Postero-anterior and lateral skull and facial bone

Hand and wrist

Use of radiopaque dyes

Full mouth series (one occurrence in a Calendar Year)

Panoramic (one film in a Calendar Year)

Cephalometric (five every two Consecutive Calendar Years)

SECTION 5G - DENTAL BENEFIT PROVISIONS

SECTION 5G.1 - BASIC DENTAL BENEFITS (Cont'd)

1. DIAGNOSTICS (Cont'd)

Tests and Laboratory Examinations

Microbiological tests
Histological tests
Cytological tests
Pulp vitality tests
Diagnostic casts
Diagnostic photographs
Caries susceptibility tests
Lab reports
Interpretation of models from another source

Case Presentation

Treatment Planning
Consultation with patient

2. PREVENTIVE SERVICES

Polishing (once, up to one unit of time* in a Calendar Year)
Scaling
Fluoride treatment (one in a Calendar Year)
Nutritional counselling
Oral hygiene instruction/plaque control
Finishing restorations
Athletic protective appliance (mouth guard) (one in a Calendar Year)
Pit and fissure sealants
Space maintainer appliances, maintenance and repairs
Interproximal diskings of teeth
Appliances (Periodontal, TMJ or Myofascial) (limited to any one maxillary (upper) appliance and any one mandibular (lower) appliance every two Consecutive Calendar Years)
Maintenance, adjustments, repairs
Occlusal Equilibration

* one unit of time is equal to 15 minutes

SECTION 5G - DENTAL BENEFIT PROVISIONS

SECTION 5G.1 - BASIC DENTAL BENEFITS (Cont'd)

3. BASIC RESTORATIVE SERVICES

Caries, trauma and pain control
Amalgam (metal) and tooth coloured (plastic) restorations
Full coverage prefabricated restorations
Tooth coloured veneer applications
Porcelain staining (chairside)
Recontouring of existing crowns
Repairs to inlays, onlays or crowns
Removal of inlays, onlays, crowns or veneers
Recementation/rebonding of inlays, onlays, crowns or veneers
Retentive pins
Overdentures (direct) - natural tooth preparation, placement of pulp chamber restoration (amalgam or composite) and fluoride application

4. ENDODONTIC SERVICES

Treatment of Pulp Chamber

Pulpotomy
Pulpectomy

Root Canal Therapy

Root canals
Apexification (insertion of dentogenic media)

Periapical Services

Apicoectomy/apical curettage
Retrofilling
Root amputation
Hemisection
Perio-radicular lesion decompression
Exploratory endodontic surgery
Intentional removal of tooth, apical filling and replantation
Endosseous intracoronary implants for root stabilization
Canal and/or pulp chamber enlargement
Surgical and non-surgical root repair or pulp chamber repair

Other Endodontic Procedures

Isolation of endodontic tooth (teeth) for asepsis
Emergency opening and drainage of canal
Bleaching (non vital)
Post removal to allow retreatment

SECTION 5G - DENTAL BENEFIT PROVISIONS

SECTION 5G.1 - BASIC DENTAL BENEFITS (Cont'd)

5. PERIODONTIC SERVICES

Non-Surgical Services

Application of displacement dressings

Management of oral disease

Desensitization

Surgical Services

Gingival curettage

Gingivoplasty

Gingivectomy

Flap approach surgery

Grafts

Guided tissue regeneration

Miscellaneous procedures

- distal wedge procedure
- post surgical treatment
- periodontal abscess or pericoronitis

Adjunctive Periodontal Services

Provisional splinting or ligation

Occlusal adjustment/equilibration

Periodontal scaling and root planing

Topical application of antimicrobial agents

Miscellaneous Periodontal Services

Periodontal re-evaluation

Subgingival periodontal irrigation

6. BASIC PROSTHODONTIC SERVICES - REMOVABLE

Denture Adjustments (after three months of the initial insertion)

Minor adjustments

Remount and occlusal equilibration

Denture Repairs and Additions

Denture repairs

Additions to partial dentures

Denture prophylaxis and polishing

Rebuilding of worn acrylic teeth (direct chairside)

Custom stained denture bases (direct chairside)

SECTION 5G - DENTAL BENEFIT PROVISIONS

SECTION 5G.1 - BASIC DENTAL BENEFITS (Cont'd)

6. BASIC PROSTHODONTIC SERVICES – REMOVABLE (Cont'd)

Denture Reline, Rebase (limited to one upper and one lower denture reline or rebase every two Consecutive Calendar Years)

Denture Remake (limited to one upper and one lower denture remake every two Consecutive Calendar Years)

Partial denture (using existing framework)

Other Basic Prosthetic Services

Tissue conditioning

Resilient liner

Resetting of teeth

7. BASIC PROSTHODONTIC SERVICES - FIXED

Repairs

Recontouring of abutments/pontics

Replace broken prefabricated attachable facings

Removal of fixed bridge

Repair of fixed bridge

Recementation

8. ORAL SURGERY

Extractions

Erupted teeth

Impacted teeth

Residual roots

Surgical exposure of teeth

Surgical movement of teeth

- transplantation of erupted or unerupted teeth
- surgical repositioning of teeth
- surgical enucleation of unerupted teeth and follicle

Remodelling and Recontouring Oral Tissue

Alveoplasty

- either in conjunction with or not in conjunction with extractions
- remodelling of bone
- excision of bone
- reduction of bone
- removal of bone

SECTION 5G - DENTAL BENEFIT PROVISIONS

SECTION 5G.1 - BASIC DENTAL BENEFITS (Cont'd)

8. ORAL SURGERY (Cont'd)

Gingivoplasty and/or stomatoplasty

- either in conjunction with or not in conjunction with extractions
- excision of vestibular hyperplasia
- surgical shaving of papillary hyperplasia of the palate
- excision of pericoronal gingiva
- removal of hyperplastic tissue
- removal of excess mucosa

Surgical Excisions and Incisions

Excisions

- benign tumors
- enucleation of cysts/granulomas
- excision of cyst
- marsupialization of cyst

Incisions

- drainage and/or exploration, intraoral
- drainage and/or exploration, extraoral
- removal of foreign bodies

Sequestrectomy

Other Oral Surgery Services

Replantation of avulsed teeth

Repositioning of traumatically displaced teeth

Frenectomy/frenoplasty

Antral surgery

- recovery of foreign bodies
- lavage
- oral-antral fistula closure

Control of hemorrhage

Post surgical care

9. ADJUNCTIVE GENERAL SERVICES

Emergency treatment of dental pain

Local anesthesia (not in conjunction with operative or surgical procedures)

General anesthesia (related to surgery)

Conscious sedation

- inhalation technique
- intramuscular injections of sedative drugs
- combined techniques of inhalation plus intravenous and/or intramuscular injection
- hypnosis
- acupuncture

SECTION 5G - DENTAL BENEFIT PROVISIONS

SECTION 5G.2 - MAJOR DENTAL BENEFITS

1. EXTENSIVE RESTORATIVE PROCEDURES

Inlay and Onlay Restorations

Inlays and onlays

- metal
- composite
- porcelain/ceramic

Retentive posts (for crowns)

- cast metal
- prefabricated

Indirect overdenture restorative services

- metal cast coping crown with or without attachment

Crowns

- acrylic/composite
- porcelain/ceramic
- cast metal

Crown made to an existing partial denture clasp

Metal/plastic transfer copings

Laboratory processed veneers

- plastic
- porcelain/ceramic

SECTION 5G - DENTAL BENEFIT PROVISIONS

SECTION 5G.2 - MAJOR RESTORATIVE BENEFITS (Cont'd)

2. PROSTHODONTIC SERVICES – REMOVABLE

Complete Dentures (limited to one complete upper and one complete lower denture in any five Consecutive Calendar Years)

- standard
- equilibrated
- gnathological
- overdenture

Transitional Dentures (limited to one upper and one lower in any five Consecutive Calendar Years)

Partial Dentures (limited to one upper and one lower in any five Consecutive Calendar Years)

Acrylic

- without clasp
- with resilient clasps
- with metal wrought/cast clasp and/or rests
- with metal wrought palatal/lingual bar and clasp and/or rests
- overdenture with cast/wrought clasps and/or rests

Cast with acrylic base

- free end with cast frame connector, clasp and rests
- free end with swing lock/connector
- tooth borne with cast frame connector, clasp and rests
- cast with precision attachments
- cast with semi-precision attachments
- cast with stress breaker attachments
- cast, overdenture, removable

SECTION 5G - DENTAL BENEFIT PROVISIONS

SECTION 5G.2 - MAJOR RESTORATIVE BENEFITS (Cont'd)

3. PROSTHODONTIC SERVICES – FIXED BRIDGE

Pontics

- cast metal
- porcelain/ceramic
- acrylic/composite
- natural tooth

Abutments

- acrylic/composite
- porcelain/ceramic
- porcelain fused to metal
- cast metal
- metal, $\frac{3}{4}$ cast

Other Fixed Prosthetic Services

- abutment preparation under existing partial denture clasp
- telescoping crown unit
- fixed porcelain prosthesis to replace a substantial portion of the alveolar process
- splinting, for extensive or complicated restorative dentistry
- retentive pins
- provisional coverage (in extensive or complicated restorative dentistry)

SECTION 5G.3 - ORTHODONTIC SERVICES

- Proper fitting of natural teeth and the correction of irregularities
- Orthodontic examinations and records
- Removable or cemented appliances for active treatment or retention
- Fixed appliances (braces)

SECTION 5G - DENTAL BENEFIT PROVISIONS

EXCLUSIONS AND LIMITATIONS

This benefit does not cover the following expenses.

1. Treatment or appliance, related directly or indirectly to full mouth reconstruction, to correct vertical dimension.
2. Services rendered by a dental hygienist but not administered under the supervision of a dentist, except in those provinces where it is no longer a legal requirement.
3. Dental services eligible under the Accident and sickness insurance forming part of the EXTENDED HEALTH BENEFITS portion of the Plan.
4. Any services and supplies to which the Participant is entitled under any Workers' Compensation statute or any other legislation.
5. Any suicide attempt or any self-inflicted injury, whether the Insured is sane or not.
6. Services that are not medically required, that are given for cosmetic purposes or that exceed the ordinary services given in accordance with current therapeutic practice.
7. Splinting for periodontal reasons, where cast crowns or inlays are used for this purpose, with or without onlays.
8. All charges, services, articles or items that are not included in the list of Eligible Expenses described in this benefit.
9. Veneers for cosmetic purposes.

SECTION 6.0 - HEALTH SPENDING ACCOUNT BENEFIT PROVISIONS

SECTION 6.1 - DEFINITIONS

Whenever used within the Agreement herein, unless the context otherwise requires:

1. **Agreement:** Agreement shall mean the Health Spending Account Benefit Provisions of this contract and the Health Spending Account Administrative Services Only Contract entered into between Medavie Blue Cross and the Plan Sponsor on behalf of its Employees for a Health Spending Account plan.
2. **Allowable Expenses:** Allowable Expenses shall mean the expenses incurred by a Participant for which payment is to be or was made by Medavie Blue Cross pursuant to the terms of this Agreement.
3. **Claims Limitation Period:** Claims Limitation Period shall mean the period of time commencing at the end of the Policy Year, within which claims for reimbursement must be submitted to Medavie Blue Cross to be considered an Allowable Expense. This period of time is specified in the Health Spending Account Benefit Provisions.
4. **Credits:** Credits shall mean the dollar amount that may be paid by Medavie Blue Cross on the Plan Sponsor's behalf to the Subscriber to cover Allowable Expenses.
5. **Current Credit Balance:** Current Credit Balance shall mean Credits already accrued in a Subscriber's Health Spending Account less payments made in the current Policy Year.
6. **Dependent:** Dependent shall have the same meaning as defined under the Canadian Federal Income Tax Act.
7. **Health Spending Account:** Health Spending Account (HSA) shall mean an account established at the Plan Sponsor's discretion for the benefit of an eligible Subscriber to cover Allowable Expenses incurred by the Subscriber and his eligible Dependents. Funds will be paid by Medavie Blue Cross through such an account, up to limits specified by the Plan Sponsor.
8. **Medical Expense:** Medical Expense shall mean any item or service allowed under the Canadian Federal Income Tax Act as a medical expense on the date such expense was incurred.
9. **Participant:** Participant shall mean and include the Subscriber and each of his eligible Dependents, as defined under the Canadian Federal Income Tax Act, who are entitled to benefits under this Agreement.

SECTION 6.0 - HEALTH SPENDING ACCOUNT BENEFIT PROVISIONS

SECTION 6.1 - DEFINITIONS (Cont'd)

10. Policy Year: Is that period of time commencing with the first day of July in a given year to the 30th day of June of the following year.
11. Subscriber: Subscriber shall mean any Employee who is eligible for coverage in accordance with this Agreement.
12. Total Annual Allocation: Total Annual Allocation shall mean the total number of Credits to which a Subscriber is entitled in any particular Policy Year.

SECTION 6.2 - ALLOWABLE EXPENSES

1. Under a HSA, Subscribers shall be reimbursed for health-related expenses not covered by any other provincial health care programs or private health care plans. In general, any health-related expense which could be used to meet requirements for deductibility on a Subscriber's personal income tax return (in accordance with the Canadian Federal Income Tax Act) is eligible for reimbursement. For example, deductible and co-payment amounts, and amounts exceeding plan maximums shall be reimbursed for medical and dental benefits along with the cost of other procedures not covered by the supplemental medical and dental plans (such as ineligible drugs, vision care expenses, dental procedures, etc.). In addition, the expenses covered by the HSA could include allowable Medical Expenses in accordance with the Canadian Federal Income Tax Act, as long as these are not covered by any other provincial health care programs or private health care plans.

SECTION 6.3 - LIMITATIONS

1. Benefits are payable for Allowable Expenses incurred only during the period this Agreement is in force.
2. Subscribers shall be entitled to receive benefits to the extent hereinafter provided upon payment of the required administration charges and subject to the conditions and limitations hereinafter provided.
3. The total liability of Medavie Blue Cross to any Subscriber for Allowable Expenses shall not exceed the Subscriber's HSA Current Credit Balance. Should a claimed amount exceed the HSA Current Credit Balance, the claim, if eligible, will be reimbursed up to the Current Credit Balance. No payment shall be made by Medavie Blue Cross, under the terms of this Agreement, for amounts in excess of Credits recorded on behalf of any Subscriber within the HSA.
4. Total reimbursement for any claim will never exceed 100% of the total amount charged for the Allowable Expenses incurred.

SECTION 6.0 - HEALTH SPENDING ACCOUNT BENEFIT PROVISIONS

SECTION 6.4 - EXCLUSIONS

1. Medavie Blue Cross shall not pay for the following:
 - a) Expenses for services incurred by Participants prior to the Effective Date or following termination in accordance with this Agreement.
 - b) Expenses for services not allowed as an eligible Medical Expense under the Canadian Federal Income Tax Act, as defined by Canada Revenue Agency.
 - c) Expenses for services which are benefits under any other private health care plans or government sponsored programs.
 - d) Interest charges on any amount payable as benefits.
2. Under no circumstances shall unused HSA Credits be paid out as cash.

SECTION 6.5 - GENERAL PROVISIONS

1. Except as provided in the HSA Administrative Services Only Contract, all other terms, provisions and conditions of the group contract remain in effect.
2. Interpretation of the provisions and terms of this Agreement shall be in the sole discretion of Medavie Blue Cross in discharging its obligations pursuant to this Agreement.
3. The Plan Sponsor agrees to indemnify and hold Medavie Blue Cross harmless from any and all claims, damages, lawsuits, loss, costs, and charges incurred by Medavie Blue Cross as a result of its performance of this Agreement, except where caused by a willful act, negligence, or a breach of the terms of this Agreement by Medavie Blue Cross.
4. All payments of benefits for Allowable Expenses under the terms of this Agreement shall be made by cheque in Canadian currency to the Subscriber. Should an Allowable Expense be incurred in other than Canadian currency, payment will be made by cheque in Canadian currency at the appropriate conversion rate in force when the claim was incurred. All monies payable hereunder shall be deemed to mean incurred benefit equivalent in Canadian dollars and not otherwise, unless specifically indicated herein to the contrary.
5. If any benefit under this Agreement is obtained by a Participant, or for any person, who is not entitled thereto, the monies paid by Medavie Blue Cross for such benefit shall be deemed to be a debt due by the Subscriber to Medavie Blue Cross. Once Medavie Blue Cross is reimbursed by the Subscriber, Medavie Blue Cross will, in turn, credit this amount to the Plan Sponsor's HSA account. This amount will also be re-established as HSA Credits to the Subscriber.

SECTION 6.0 - HEALTH SPENDING ACCOUNT BENEFIT PROVISIONS

SECTION 6.5 - GENERAL PROVISIONS (Cont'd)

6. The invalidity of any particular provision of this Agreement shall not affect any other provision hereof. This Agreement shall be construed as if any invalid provision were omitted unless such invalid provision is an essential term hereof.
7. Medavie Blue Cross shall not be responsible for the availability, quality or results of any medical treatment or transportation or the failure of the Participant to obtain medical treatment.

SECTION 6.6 - OPERATING PROVISIONS

1. The entire Total Annual Allocation of Credits can be drawn upon by the Subscriber on the 1st day of the Policy Year each year.
2. Reimbursement for Allowable Expenses shall be made automatically upon receipt by Medavie Blue Cross.
3. The Plan Sponsor's HSA will allow for HSA Credits to be carried forward from one Policy Year into the next. HSA Credits may not be carried forward more than one Policy Year.
4. The Claims Limitation Period will extend ninety (90) days. This Claims Limitation Period will allow Medavie Blue Cross to reimburse for prior Policy Year claims with prior year HSA Credits. Allowable Expenses from the prior Policy Year will no longer be eligible immediately following the Claims Limitation Period and the ability to claim for these Allowable Expenses will be forfeited.
5. All prior Policy Year HSA Credits not used as of the end of the Claims Limitation Period will be carried forward into the current Policy Year. HSA Credits previously carried forward into the prior Policy Year, if any.

SECTION 6.0 - HEALTH SPENDING ACCOUNT BENEFIT PROVISIONS

SECTION 6.7 - MEDAVIE BLUE CROSS OBLIGATIONS

1. Medavie Blue Cross shall assess and pay claims under the terms of this Agreement for Allowable Expenses which are accepted by Revenue Canada, as defined within the Canadian Federal Income Tax Act, as valid Medical Expenses.
2. Should a claim in Medavie Blue Cross' opinion not fall within the guidelines established by Revenue Canada for Allowable Expenses, the claim will be returned to the Subscriber along with a HSA Disclaimer Form which the Subscriber may complete and sign. In order to have this submitted claim processed against a Subscriber's HSA Current Credit Balance, the signed and completed HSA Disclaimer Form must be returned.
3. Should a claim be submitted for a Dependent not previously enrolled under this Agreement, the claim will be returned to the Subscriber along with a HSA Disclaimer Form which the Subscriber may complete and sign. In order to have this submitted claim processed against a Subscriber's HSA Current Credit Balance, the signed and completed HSA Disclaimer Form must be returned.
4. Whenever a claim is paid from the HSA, Subscribers will receive an explanation of benefits statement. This explanation of benefits statement will indicate the amounts paid from the regular health and dental plan and from the HSA, as well as the HSA Current Credit Balance.
5. All Subscribers shall be provided with a HSA account statement. This statement shall be issued in the fourth quarter and will provide the HSA Current Credit Balance.

SECTION 6.8 - PLAN SPONSOR'S OBLIGATIONS

1. The Plan Sponsor shall furnish Medavie Blue Cross with eligibility records and other information that Medavie Blue Cross may require for the administration of this Agreement.
2. The Plan Sponsor shall provide Medavie Blue Cross with notice, in advance of the Policy Year, of the Total Annual Allocation of Credits to be credited to each Subscriber's HSA.

SECTION 6.0 - HEALTH SPENDING ACCOUNT BENEFIT PROVISIONS

SECTION 6.9 - TERMINATION

1. In the event a Subscriber terminates coverage under this HSA Agreement, the Plan Sponsor will adjust HSA Credits for the terminating Subscriber to reflect actual contributions. Medavie Blue Cross will be notified of any adjusted amounts and the following will prevail:
 - a) If the terminating Subscriber's adjusted HSA Credits exceed paid claims, the terminating Subscriber will have to the end of the Claims Limitation Period in which to submit of any incurred Allowable Expenses. Any remaining HSA Credits after the Claims Limitation Period will be forfeited by the terminating Subscriber.
 - b) If the terminating Subscriber's adjusted HSA Credits are less than paid claims, Medavie Blue Cross will be reimbursed for these amounts consistent with the terms of the HSA Agreement.
 - c) Only Allowable Expenses incurred prior to the termination date will be eligible for reimbursement.